

**COMBINED DECLARATION AND POWER OF ATTORNEY**

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled DENATURANT-FREE ELECTROPHORESIS OF BIOLOGICAL MOLECULES UNDER HIGH TEMPERATURE CONDITIONS, the specification of which:

☐ is attached hereto.

☒ was filed on September 15, 2003 as Application Serial No. 10/661,558 and was amended on \_\_\_\_\_.

☐ was described and claimed in PCT International Application No. \_\_\_\_\_ filed on \_\_\_\_\_ and as amended under PCT Article 19 on \_\_\_\_\_.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose all information I know to be material to patentability in accordance with Title 37, Code of Federal Regulations, §1.56.

I hereby claim the benefit under Title 35, United States Code, §119(e)(1) of any United States provisional application(s) listed below:

<u>U.S. Serial No.</u>	<u>Filing Date</u>	<u>Status</u>
60/199,389	04/25/2000	Expired

I hereby appoint the following attorneys and/or agents to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

Sean P. Daley, Reg. No. 40,978  
Julius Fister III, Reg. No. 46,702  
Mark E. Wadzyk, Reg. No. 45,187

J. Peter Fasse, Reg. No. 32,983  
Timothy A. French, Reg. No. 30,175

Direct all telephone calls to JULIUS FISTER III at telephone number (617) 542-5070.

Direct all correspondence to the following:

**26161**  
PTO Customer Number


I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patents issued thereon.

**Combined Declaration and Power of Attorney**  
Page 2 of 2 Pages

Full Name of Inventor: QINGBO LI

Inventor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Residence Address: State College, PA  
Citizenship: United States  
Post Office Address: 2234 Autumnwood Dr,  
State College, PA 6801-2408

Full Name of Inventor: KEVIN J. LEVAN

Inventor's Signature:  \_\_\_\_\_ Date: 7/6/2004  
Residence Address: State College, PA  
Citizenship: United States  
Post Office Address: 2124 Old Gatesburg Road  
State College, PA 16803

Full Name of Inventor: HEIDI MONROE

Inventor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Residence Address: Pittsburgh PA  
Citizenship: United States  
Post Office Address: 765-E Presque Isle Dr.  
Pittsburgh PA 15239

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Citizenship: United States  
Post Office Address: 2124 Old Gatesburg Road  
State College, PA 16803

Full Name of Inventor: HEIDI MONROE

Inventor's Signature: Heidi Monroe Date: 7/16/04  
Residence Address: Pittsburgh PA  
Citizenship: United States  
Post Office Address: 765-E Presque Isle Dr.  
Pittsburgh PA 15239

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Qingbo Li et al.                      Art Unit : 1753  
Serial No. : 10/661,558                      Examiner : Unknown  
Filed : September 15, 2003  
Title : DENATURANT-FREE ELECTROPHORESIS OF BIOLOGICAL MOLECULES  
UNDER HIGH TEMPERATURE CONDITIONS

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

DECLARATION BY JULIUS FISTER IN SUPPORT OF FILING ON BEHALF OF  
UNCOOPERATIVE INVENTOR QINGBO LI

Sir or Madam:

I, Julius C. Fister, III, am a Patent Agent in the law firm of Fish & Richardson P.C. ("Fish"). I hereby declare that:

1. This declaration is made on facts of which I have first hand knowledge and facts which are relied upon to establish that diligent efforts were made to secure the execution of a Declaration and Assignment ("the documents") to SpectruMedix, LLC ("SpectruMedix") from Qingbo Li ("Li") for the above-identified application in the United States Patent and Trademark Office.
2. Fish is authorized to represent SpectruMedix in all foreign and domestic patent matters.
3. The present application identifies Li, Kevin Levan ("Levan"), and Heidi Monroe ("Monroe") as inventors.
4. Levan and Monroe have each executed an Assignment, which assigns their respective rights in the present application to SpectruMedix.<sup>1</sup> Copies of the executed Assignments are attached hereto as Appendix A and are concurrently submitted for recordation.
5. Levan and Monroe have each executed a Declaration in the present application. Copies of the executed Declarations are attached hereto as Appendix B.

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<sup>1</sup> Monroe is no longer an employee of SpectruMedix.

CERTIFICATE OF MAILING BY FIRST CLASS MAIL

I hereby certify under 37 CFR §1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

August 10, 2004  
Date of Deposit  
Signature Jamie Crystal-Lowry  
Jamie Crystal-Lowry  
Typed or Printed Name of Person Signing Certificate

6. On September 5, 1995, Li executed an Employee Confidentiality and Non-Competition Agreement ("the Agreement") in favor of Premier American Technologies Corp. ("PATCO"). A copy of the Agreement is attached hereto as Appendix C.
7. The Agreement states that "any invention . . . made or conveyed by [Li] during the period of [his] employment belongs to Patco."
8. The Agreement further states that Li agrees to "[a]ssign to Patco, or to a party designated by Patco, at its request and without additional compensation, [Li's] entire rights to the invention" and that Li agrees to "[s]ign all papers necessary to carry out [this] obligation."
9. SpectruMedix is successor in interest to PATCO in the present application.
10. As of October 2, 2002, Li is not an employee by PATCO or SpectruMedix. Since October 2, 2002, Li has refused to participate in every application identifying him as an inventor and arising from his work at SpectruMedix. These applications include U.S. application nos.

<u>Serial Number</u>	<u>Filing Date</u>
10/347,187	November 21, 2003
10/287,826	November 05, 2002
10/411,103	April 11, 2003
10/287,808	November 5, 2002
10/287,814	November 5, 2002
10/425,746	April 30, 2003
10/661,558	September 15, 2003

In each of these applications, SpectruMedix has submitted petitions under 37 CFR 1.47(a) or 37 CFR 1.47(b). Each petition has been granted by the Patent Office.

11. On July 2, 2004, I phoned Li ("the July 2 phone call"). I told Li that he was identified as an inventor of the present application. I offered to send him: (a) a Declaration in the present application (with an attached complete copy of the application including specification, claims, and figures), (b) an Assignment by Li to SpectruMedix for the present application, (c) copies of all of these documents for his records, and (d) a postage-paid return envelope.
12. During the July 2 phone call, Li told me that he would refuse to accept documents sent to his place of residence. Li stated that documents in the present application must be made available for his review on the premises of SpectruMedix.
13. On July 6, 2004, Li sent me an e-mail.<sup>2</sup> A copy of the e-mail is attached as Appendix D. The e-mail states:

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<sup>2</sup> Li's July 6, 2004 e-mail was mailed to the incorrect e-mail address. Li re-sent the e-mail to me on July 13, 2004.

Due to the following incidents, I did not and will not review SpectruMedix's patent applications in a place other than the premises of SpectruMedix:

- a) SpectruMedix associated/related personnel once called my residence to threaten suing me by accusing that I accessed unauthorized proprietary information, which I had no idea of;
- b) Someone used/forged Thomas Kane's name to send to my residence suspicious Fedex package from SpectruMedix's address.<sup>3</sup>

(emphasis added).

14. On July 14, 2004, Li set me an e-mail.<sup>4</sup> A copy of the e-mail is attached as Appendix E. The e-mail states:

[a]s I mentioned to some of you before, a FedEx package was dropped off at my residence while I was gone. The package appeared to be from SpectruMedix. But it was really odd that the 3-min distance from SpectruMedix to my residence would warrant FedEx next-day delivery. It was very suspicious. So far, none from SpectruMedix is able to positively verify the sender, the purpose, what needs to be done with it, and necessary safety assurance of it.

I did not feel comfortable to handle the package. If I still do not hear anything from you, either I will or you can report the case to corresponding authorities/agencies to end the mystery. It would be better for everyone.

15. I understand from the circumstances that Li's July 6, 2004 and July 14, 2004 e-mails referred to in paragraphs 13 and 14 herein refer to bona-fide attempts by SpectruMedix during early 2003 to obtain Li's signature on Declarations in one or more of the U.S. Applications referred to in paragraph 10 above. For example, as set forth in a Petition Under 37 CFR 1.47(a) submitted on April 22, 2003 in U.S. application no. 10/287,814 ("the '814 application"), Li sent John W. Ritson an e-mail on February 14, 2003.<sup>5</sup> The e-mail is attached as Appendix F. The email stated:

FedEx dropped of a package by my house in my absence. The package appeared to come from SpectruMedix, signed with Tom Kane's name but not Tom's signature. Given the 3-minute driving distance from SpectruMedix to my residence, and second-day

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<sup>3</sup> Thomas Kane is Chief Technology Officer of SpectruMedix.

<sup>4</sup> Li's July 14, 2004 e-mail was originally sent to employees of SpectruMedix on March 12, 2003.

<sup>5</sup> John Ritson is President and Chief Executive Officer of SpectruMedix

regular mail in town, I am very doubtful about the origin and intension of the package delivered by FedEx, which had to go through half of the country.

Therefore, a declaration letter from you and a co-signer verifying the following is required.

- a) the origin of the package;
- b) the purpose of the package;
- c) safety data sheet for the package.

Without such a letter, the package will be disposed as it is (unopen).

Wish you all have great Valentine's day!

(emphasis added).

16. As set forth in above-mentioned Petition of April 22, 2003, Li, despite attempts by SpectruMedix to assure him that the "package originated at SpectruMedix" and "contains documents related to patents," did not accept the package or sign a Declaration in the '814 application. On May 27, 2003, the Patent Office granted the above-mentioned Petition in the '814 application.
17. Li's refusal to receive copies of the present application, Declaration, and Assignment at his residence, just as he has refused to receive patent-related documents in the past, is unreasonable.
18. On July 13, 2004, I phoned Li ("the July 13 phone call"). Despite Li's refusal to receive copies of the present application and in an effort to accommodate Li, I told him that SpectruMedix would give him the opportunity to review the present application and Declaration on-site at SpectruMedix. Li agreed to contact me with a suitable date. During the July 13, 2004 phone call, I repeated my offer to send Li copies of the present application, Declaration, and Assignment. Li refused this offer.
19. I confirmed subject matter of the July 13, 2004 phone call in an e-mail dated July 13, 2004 to Li. A copy of the e-mail is attached hereto as Appendix G.
20. In an e-mail dated July 13, 2004, Li agreed to visit the premises of SpectruMedix on July 23, 2004. A copy of Li's e-mail is attached hereto as Appendix H. In subsequent correspondence of the same day, Li and I agreed that he would visit SpectruMedix at 10:00 AM July 23, 2004.
21. In an e-mail and letter dated July 14, 2004, I confirmed the time of Li's July 23, 2004 visit to SpectruMedix. Additionally, I confirmed my previous offer to send the present application, Declaration, and Assignment to a suitable location for Li's review and execution. Copies of the letter and e-mail are attached hereto as Appendix I.

22. Li visited SpectruMedix on July 23, 2004, at about 10:00 AM. I participated in the meeting by telephone conference. Other participants included Thomas Kane, John Ritson, and a third-party Notary Public. Copies of (a) a Declaration in the present application (with an attached complete copy of the application including specification, claims, and figures) and (b) an Assignment by Li to SpectruMedix for the present application were made available to Li.
23. Li left SpectruMedix without executing the Declaration or Assignment.
24. On July 23, 2004, after Li left the premises of SpectruMedix, he sent me an e-mail. A copy of the e-mail is attached hereto as Appendix J. The e-mail states:
- The [present] application possibly/potentially puts SpectruMedix in a position of breaching confidential agreements with at least two 'third parties'. It will also potentially put me in a unnecessary position to be affected by those legal consequences. In addition, it also involves some prior work done by or involved with me when I was not at SpectruMedix, which could put me in a disadvantageous legal position.
25. Li's prior conduct contradicts his July 23, 2004 e-mail. Specifically, Li participated in the preparation and prosecution of applications to which the present application claims priority. This conduct is discussed below.
26. On April 20, 2000, Li sent an invention disclosure by facsimile to Nanda Alapati of Pennie & Edmonds, LLP instructing Mr. Alapati to file a provisional application "entitled 'Using High Heat as Replacement of Denaturants in Sieving Matrix for DNA Sequencing.'"<sup>6</sup> A copy of the facsimile cover page is attached as Appendix K. Li identified the inventors as:
- Qingbo Li, 2234 Autumnwood Dr., State College, PA 16801  
Kevin Levan, 1400 Martin St. Apt. 3022, State College, PA 16803  
Heidi Monroe, 830 Cricklewood Dr., Apt. 105, State College, PA 16803
27. The subject matter of the invention disclosure is substantially the same as the subject matter of the present application.
28. In accordance with further instructions by Li to me, I assisted preparation of a provisional application based on the invention disclosure. The provisional application was filed on April 25, 2000 and received application no. 60/199,389 ("the provisional application"). On April 26, 2000, I sent Li a copy of the provisional application as filed. A copy of my reporting letter is attached hereto as Appendix L.
29. During the spring of April 2001, I prepared an application for filing as an international application claiming priority to the provisional application. I corresponded with Li about the content of the international application. On April 10, 2001, I sent a

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<sup>6</sup> In April 2000, Pennie & Edmonds, LLP ("Pennie") represented SpectruMedix Corp. in intellectual property matters. Nanda Alapati was an associate of Pennie. I was a law clerk with Pennie and assisted preparation and filing of a provisional application based on the invention disclosure.



draft of the international application to Li for his review. A copy of a facsimilie coversheet to Li accompanying the draft application is attached as Appendix M.<sup>7</sup> Li approved the international application, which was filed in the U.S. Receiving Office on April 25, 2001 and received international application no. US01/13336 ("the International application").

30. In addition to Li, Levan, and Monroe, the inventors of the Provisional application, the International application named a fourth individual, Chang Sheng Liu ("Liu") as inventor. In or about early October of 2001, Li informed me that Liu was, in fact, not an inventor.<sup>8</sup> I discussed the matter with Liu and found that Liu had been added inadvertently and without deceptive intent.
31. On October 29, 2001, in accordance with information provided by Li and a Statement By The Person Being Removed As Inventor signed by Liu, a Request for Change of Inventors was filed with the U.S. Receiving Office to name only Li, Levan, and Monroe as inventors of the International application.
32. The present application claims priority to the International application.
33. Based on my correspondence with Li during the preparation and prosecution of the provisional and International applications, I believe that the present application properly identifies Li, Levan, and Monroe as the only inventors.
34. On July 26, 2004, Li sent John Ritson an e-mail. The e-mail is attached as Appendix N. Li's email states:
- [i]f you wish to compensate for my effort, you need to advance 50% of estimate payment into my bank account (Omega Bank routing # [redacted], checking account # [redacted]) at least 12 hours before I attend any matters you specify in advance. After I attend the matters as you specify, the other 50% need to be deposited into the same account within 5 business days.<sup>9</sup>
35. On July 27, 2004, I sent Li: (a) a Declaration in the present application, (b) a complete copy of the present application with specification, claims, and figures, (c) an Assignment to SpectruMedix of the present application, and (d) a postage-paid return envelope. Also on July 27, 2004, I sent Li an e-mail letting him know to expect these materials. Copies of my e-mail and letter are attached as Appendix O.
36. As set forth in my July 27, 2004 communications to Li, I requested that he "bring any prior art of which [he is] aware to my attention so that I may review the art and determine whether it is material to the [present] application and must be submitted to the Patent Office."

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<sup>7</sup> The international application was filed under Pennie attorney docket number 9046-042, which docket number is listed on the facsimilie coversheet to Li.

<sup>8</sup> At the time of the events described in paragraph 30, Liu was an employee of SpectruMedix and colleague of Li, Levan, and Monroe.

<sup>9</sup> To protect Li's privacy, I have redacted the account number and checking number he provided.

37. On August 2, 2004, Li responded to my July 27, 2004 communications with an e-mail and attached letter, copies of which are attached as Appendix P. The e-mail states:

to my understanding, my work performed while employed by PATCO or one of its successors in interest was compensated in large proportion by company stocks/shares. SpectruMedix has forfeited all the shares cumulatively issued to me, which was rightful compensation I received for my work performed at PATCO or one of its successors in interest. Accordingly, my contribution to the invention of the [present] application, and other patents or pending patent applications, results in my ownership of those inventions. Therefore, I claim my rights in the patents and pending patent applications filed by SpectruMedix with me as an inventor, which will be collected by all means.

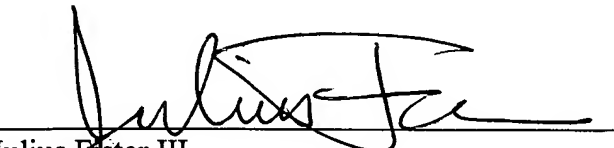
38. Despite Li's obligation to "[a]ssign to Patco, or to a party designated by Patco, at its request and without additional compensation, [Li's] entire rights to the invention" and to "[s]ign all papers necessary to carry out [this] obligation," I have not received an executed Declaration or Assignment from Li.

39. Based on the foregoing, I have concluded that the Li's conduct constitutes an unreasonable refusal to execute the Declaration and Assignment for the present application.

40. I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed true; and further that these statements were made with knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

Date: August 10, 2004

  
Julius Fister III  
Reg. No. 46,702

Fish & Richardson P.C.  
225 Franklin Street  
Boston, MA 02110-2804  
Telephone: (617) 542-5070  
Facsimile: (617) 542-8906

ASSIGNMENT

For valuable consideration, we, QINGBO LI of 2234 Autumnwood Dr., State College, PA 6801-2408, KEVIN J. LEVAN of 1400 Martin St., State College, PA 16803-3052, HEIDI MONROE of 765-E Presque Isle Dr., Pittsburgh PA 15239, hereby assign to: SpectruMedix LLC, a corporation of Delaware having a place of business at: 2124 Old Gatesburg Road, State College, PA 16803; and its successors and assigns (collectively hereinafter called "the Assignee"), the entire right, title and interest throughout the world in the inventions and improvements which are subject of U.S. provisional Application Number 60/199,389, filed April 25, 2000, International Application Number US01/13336, filed April 25, 2001, U.S. Application Number 10/258,547, filed October 25, 2002, and U.S. Application Number 10/661,558, filed September 15, 2003, and entitled DENATURANT-FREE ELECTROPHORESIS OF BIOLOGICAL MOLECULES UNDER HIGH TEMPERATURE CONDITIONS, this assignment including said applications, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or improvements.

IN WITNESS WHEREOF, I hereto set my hand and seal at \_\_\_\_\_,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
\_\_\_\_\_  
QINGBO LI L.S.

State of \_\_\_\_\_ :  
\_\_\_\_\_  
: ss.  
County of \_\_\_\_\_ :

Before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally  
appeared QINGBO LI known to me to be the person whose name is subscribed to the foregoing  
Assignment and acknowledged that he executed the same as his free act and deed for the  
purposes therein contained.

\_\_\_\_\_  
Notary Public

My Commission Expires:

[Notary's Seal Here]

IN WITNESS WHEREOF, I hereto set my hand and seal at State College PA,  
this 16 day of July, 20 04  
Kevin J. Levan L.S.  
KEVIN J. LEVAN

State of PA :  
County of Centre : ss.

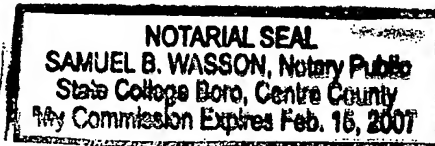
Before me this 16th day of July, 20 2004, personally  
appeared KEVIN J. LEVAN known to me to be the person whose name is subscribed to the  
foregoing Assignment and acknowledged that he executed the same as his free act and deed for  
the purposes therein contained.

Samuel B. Wasson  
Notary Public

My Commission Expires: 2/15/07

[Notary's Seal Here]

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE  
OR DEFEND ANY OTHER FILES AN APPLICATION OR CLAIM  
CONTAINING ANY FALSE, MISLEADING OR DECEPTIVE IN-  
FORMATION SHALL, FROM SUCH ACT, BE SUBJECT TO  
PUNISHMENT FOR UP TO SEVEN YEARS AND PAYMENT OF  
A FINE UP TO \$15,000.



IN WITNESS WHEREOF, I hereto set my hand and seal at 10:45am,  
this 16 day of JULY, 2004  
Heidi Monroe L.S.  
HEIDI MONROE

State of PA :  
: ss.

County of ALLEGHENY :

Before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally  
appeared HEIDI MONROE known to me to be the person whose name is subscribed to the  
foregoing Assignment and acknowledged that he executed the same as his free act and deed for  
the purposes therein contained.

\_\_\_\_\_  
Notary Public

My Commission Expires:

[Notary's Seal Here]

## COMBINED DECLARATION AND POWER OF ATTORNEY

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled DENATURANT-FREE ELECTROPHORESIS OF BIOLOGICAL MOLECULES UNDER HIGH TEMPERATURE CONDITIONS, the specification of which:

- ☐ is attached hereto.  
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 Julius Fister III, Reg. No. 46,702  
 Mark E. Wadzyk, Reg. No. 45,187

J. Peter Fasse, Reg. No. 32,983  
 Timothy A. French, Reg. No. 30,175

Direct all telephone calls to JULIUS FISTER III at telephone number (617) 542-5070.

Direct all correspondence to the following:

**26161**  
**PTO Customer Number**

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patents issued thereon.

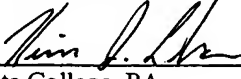
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Page 2 of 2 Pages

Full Name of Inventor: QINGBO LI

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Inventor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
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Citizenship: United States  
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State College, PA 16803

Full Name of Inventor: HEIDI MONROE

Inventor's Signature: Heidi Monroe Date: 7/16/04  
Residence Address: Pittsburgh PA  
Citizenship: United States  
Post Office Address: 765-E Presque Isle Dr.  
Pittsburgh PA 15239

Employee: Qingbo Li

PREMIER AMERICAN TECHNOLOGIES CORP.  
EMPLOYEE CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

Effective as of 9-5-95 the undersigned employee, having an address at 784 PAMMEL COURT, AMES, IOWA 50014, enters into this Agreement with Premier American Technologies Corp. ("Patco"), a Delaware corporation, with principal offices and facilities in Bellefonte, Pennsylvania.

Since Patco is engaged in a highly competitive and rapidly evolving business of developing, manufacturing and marketing high technology instrumentation, and owns or controls technological, manufacturing and marketing information in various fields, which information is of commercial value throughout the world; and

Since Patco has expended and intends to continue to expend significant time, effort and financial resources to develop the business practices, technology and products which are necessary to the continued success of Patco's business, and the information relative to this development is considered by Patco and acknowledged by the undersigned, to be confidential and trade secret information which is proprietary to Patco;

Since I am an employee of Patco, I will have access to Patco's confidential and trade secret information, the unauthorized disclosure of which to a competitor of Patco could cause serious and irreparable financial and business damage to Patco; and

I recognize that one of the inducements for Patco to employ me is the understanding that I will not compete or interfere, directly or indirectly, during my employment and for a period of time thereafter, with Patco.

THEREFORE, in consideration  
with Patco.

of my employment

hereby agree with Patco as follows:

1. Proprietary information. I agree not to disclose or use, both during and after the period of my employment by Patco, except in pursuit of the business of Patco, any proprietary information of Patco, or in possession or control of Patco, whether I have such information in my memory or embodied in writing or other physical form. For purposes of this Agreement, the phrase "proprietary information of Patco" means all information which is known only to Patco's employees or others in a confidential relationship with Patco and relates to specific technical matters, such as circuits, components, devices, formulas, compounds, patterns, manufacturing or testing procedures, materials and machines of Patco, or relates to specific business matters such as the identity of suppliers or customers or accounting procedures of Patco, or relates to other business of Patco. Such proprietary information shall include such

information which was disclosed to me by my former employer(s) and which are now the property of Patco.

I agree not to remove from the premises of Patco, except in pursuit of the business of Patco, any document, component, device, record or other information of Patco. I recognize that all such documents, components, devices, records or other information, whether developed by me or by someone else for Patco, are the exclusive property of Patco.

I agree that I will not cause, suffer or permit any family member or other of my affiliates to violate any of the provisions of this Section 1.

2. Inventions. I agree that any invention (as hereinafter defined) made or conceived by me during the period of my employment belongs to Patco, and I agree that I will:

- (a) Promptly disclose in writing the invention to Patco;
- (b) Assign to Patco, or to a party designated by Patco, at its request and without additional compensation, my entire rights to the invention for the United States and all foreign countries;
- (c) Sign all papers necessary to carry out the above obligations; and
- (d) Give testimony (but without expense to me) in support of my inventorship.

The term "invention" as used in this Section 2, means any invention or improvement, whether patentable or not, or any industrial design, whether registrable or not, created, conceived or made by me, either solely or in conjunction with others during the period of my employment by Patco, provided such invention or industrial design grows out of my work with Patco, or is related in any manner to, or useful in, the business (commercial or experimental) of Patco.

3. List of Inventions. Check as appropriate:

\_\_\_\_\_ As a matter of record, I hereby state that I own all or partial interest in the unpatented inventions listed on the reverse of this Agreement or in a list attached hereto, which are expressly reserved and excepted from the provisions of this Agreement.

✓ \_\_\_\_\_ I have no such inventions at the time of signing this Agreement.

4. Duties Upon Termination of Relationship. Upon termination of my employment with Patco, I agree to turn over to Patco all copies of data, information and knowledge, including without limitation all drawings, photographs, graphs, tables, charts, documents, correspondence, specifications, notebooks, reports, sketches, blueprints, formula, computer programs, software, software documentation, sales data, business manuals, price lists, customer lists, samples, and all other

materials and copies thereof including product and other embodiments relating in any way to the business of Patco, made fully or in part, or obtained by me during the course of my relationship with Patco, whether confidential information or not, which are in my possession or control.

5. Exclusions. Notwithstanding anything contained herein, my obligations hereunder shall not apply to any information which I can demonstrate by documentary evidence:

(a) was rightfully known to me prior to disclosure to me by Patco, other than information disclosed to me by my former employer(s) which has become the property of Patco,

(b) is or becomes generally available to the public other than as a result of disclosure by me, members of my family or other of my affiliates;

(c) becomes available to me on a nonconfidential basis from a source other than Patco or my former employer(s) (if such information has become the property of Patco), which has a right to disclose such information.

6. Disclosure by Law. In the event that I become legally compelled to disclose any confidential information, I will provide Patco with prompt notice so that Patco may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that Patco waives compliance with the provisions of this Agreement, I shall furnish only that portion of such confidential information which is legally required to be disclosed.

7. No License or Right to Use. Except as is expressly set forth in this Agreement, I shall have no right to examine, hold, use, access or disclose the confidential information in any manner. Nothing herein shall be deemed to create a license of such confidential information.

8. Noncompetition. I hereby covenant and agree that, for the term of my employment with Patco and for a period of three years thereafter, I will not, directly or indirectly, under any circumstance other than at the direction and for the benefit of Patco: (i) engage or participate in any aspect of a business or any other activity that in any way whatsoever competes with Patco or be retained or employed by, be associated with or have any ownership, profit sharing or other interest in any person engaged in any such business or activity, in any case whether as principal, partner, stockholder, director, officer, employee, consultant, agent, creditor or otherwise; (ii) interfere in any way whatsoever with any of Patco's relationships with its directors, officers, employees, consultants, agents or other representatives, or with any of the Patco's relationships with its creditors, customers or suppliers, including (without limitation) any solicitation or inducement to any such person to sever its relationship with Patco or to establish any relationship with me, any of my affiliates or any other person; or (iii) offer or agree to, or cause or assist in the inception or continuation of, any such competing business, activity or interference; provided,

however, that (i) I may generally work in the area of measurement and analysis technology so long as such business does not compete with Patco and (ii) from time to time I may purchase in the market publicly traded shares of stock of persons engaged in such competing activities so long as (A) their aggregate holdings in any such person do not at any time exceed 5% of the shares of such publicly traded stock then outstanding, and (B) no other direct or indirect relationship then exists between me and the issuer of such shares.

9. Scope of Noncompetition. I recognize that Patco has attempted to limit my right to compete to the extent necessary to protect Patco from unfair competition. I also recognize that reasonable people may differ in making such a determination. Consequently, Patco and I agree that, if the scope or enforceability of the restrictive covenant is in any way disputed at any time, a court or other trier of fact may modify and enforce this Agreement to the extent that it believes to be reasonable under the circumstances existing at that time.

10. Warranty. I warrant that I have not previously assumed any obligations inconsistent with those of this Agreement.

11. Remedies. I agree that any breach or threatened breach of any of the provisions of this Agreement cannot be remedied solely by the recovery of damages and Patco shall be entitled to any other remedies available at law or in equity for any such breach or threatened breach, including injunctive relief, specific performance or such other relief as Patco may request to enjoin or otherwise restrain any act prohibited hereby, as well as the recovery of all costs and expenses, including attorney's fees, incurred. I will not raise and hereby waive any objection or defense that there is an adequate remedy at law.

12. Severability. If any condition herein or the application of such condition shall be invalid and unenforceable, the remainder of this Agreement shall not be affected and each remaining condition hereof shall be valid and enforced to the fullest extent permitted by law.

13. Parties. This Agreement shall be binding on Patco, its successors and assigns, and the Agreement shall be binding on the undersigned, its successors and assigns. This Agreement may not be assigned by me without the prior written consent of Patco and any purported assignment shall be void. No term or provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought.

14. Law. Any claim or action arising out of this Agreement shall be decided in the City of New York or Bellefonte, Pennsylvania. This Agreement shall be construed under the laws of the State of New York, without regard to the conflict of law provisions thereof.

15. NO RIGHTS AS EMPLOYEE. NOTHING CONTAINED HEREIN SHALL BE CON-  
STRUED AS TO PROVIDE ME WITH ANY RIGHT TO CONTINUED EMPLOYMENT BY PATCO.

*[Signature]*  
SIGNATURE  
RINGBO LI  
EMPLOYEE NAME PRINTED  
09-18-95  
DATE

WITNESS  
*Lisa Hazlett*  
SIGNATURE  
Lisa Hazlett  
WITNESS NAME PRINTED  
4/2/01  
DATE

AGREED AND ACCEPTED:

PREMIER AMERICAN TECHNOLOGIES CORP.

BY

DATE

*This is to replace the original one that was misplaced  
in Joe Adlerstein's home office, according to Joe  
Adlerstein and Lisa Hazlett.*

**Julius C. Fister, III**

---

**From:** Qingbo Li [qzl101@psu.edu]  
**Sent:** Tuesday, July 13, 2004 9:27 AM  
**To:** Julius C. Fister, III  
**Cc:** Qingbo Li  
**Subject:** Fw: Please forward the message to Jay Fister --FW: Patent applications

Jay,  
 Here's the message I sent to you that you missed.....I Cc the same message to SpectruMedix as well.  
 Qingbo

----- Original Message -----

**From:** Qingbo Li  
**To:** postmaster@pennie.com  
**Cc:** Qingbo Li  
**Sent:** Tuesday, July 06, 2004 2:40 PM  
**Subject:** Fw: Please forward the message to Jay Fister --FW: Patent applications

Please forward the following message to Jay Fister...

----- Original Message -----

**From:** Qingbo Li  
**To:** JFister@pennie.com  
**Cc:** Qingbo Li  
**Sent:** Tuesday, July 06, 2004 1:22 PM  
**Subject:** Patent applications

Dear Jay,

Hope you had a good weekend.

Since you represented SpectruMedix to call me last Friday asking me to help processing patent applications for SpectruMedix, I want to make clear several points to you.

Due to the following incidents, I did not and will not review SpectruMedix's patent applications in a place other than the premises of SpectruMedix:

- a) SpectruMedix associated/related personnel once called my residence to threaten suing me by accusing that I accessed unauthorized proprietary information, which I had no idea of;
- b) Someone used/forged Thomas Kane's name to send to my residence suspicious Fedex package from SpectruMedix's address.

In addition, I want to remind you the following as well:

At least one of previous SpectruMedix's patent applications did not include at least one key inventor as I indicated.

SpectruMedix no longer has license to a patent from which SpectruMedix might have been filing continuation applications (since you mentioned continuation applications last Friday).

Since SpectruMedix did not invite me to review applications at SpectruMedix's premises as I requested, I could not review any applications you filed after October 2002 with me as (co)inventor. Those applications were filed without my consent even though I offered to review and sign the patent applications.

8/5/2004

It becomes necessary that I report these facts to USPTO and other patent offices and affected parties to clarify any of the patent applications you filed with my name listed in the last 20 months, and any incoming patent applications that you ask me to participate.

Best regards,

Qingbo Li

8/5/2004



## Julius C. Fister, III

---

**From:** Qingbo Li [qingbol@yahoo.com]  
**Sent:** Wednesday, July 14, 2004 7:05 AM  
**To:** Julius C. Fister, III  
**Cc:** qzl101@psu.edu  
**Subject:** Fwd: RE: Package verification

--- Qingbo Li <qingbol@yahoo.com> wrote:  
> Date: Wed, 12 Mar 2003 11:48:57 -0800 (PST)  
> From: Qingbo Li <qingbol@yahoo.com>  
> Subject: RE: Package verification  
> To: "John W. Ritson" <jritson@spectrumedix.com>,  
> Tom Kane <tkane@spectrumedix.com>,  
> pnewman@spectrumedix.com,  
> mjpaley@spectrumedix.com,  
> dcreighton@spectrumedix.com,  
> kfazler@spectrumedix.com,  
> rbillman@spectrumedix.com  
> CC: Tom Kane <tkane@spectrumedix.com>,  
> pnewman@spectrumedix.com,  
> mjpaley@spectrumedix.com,  
> dcreighton@spectrumedix.com,  
> kfazler@spectrumedix.com,  
> rbillman@spectrumedix.com, qbli1@aol.com  
>  
> Hi everyone,  
>  
> As I mentioned to some of you before, a FedEx  
> package  
> was dropped off at my residence while I was gone.  
> The  
> package appeared to be from SpectruMedix. But it  
> was  
> really odd that the 3-min distance from SpectruMedix  
> to my residence would warrant FedEx next-day  
> delivery.  
> It was very suspicious.  
>  
> So far, none from SpectruMedix is able to positively  
> verify the sender, the purpose, what needs to be  
> done  
> with it, and necessary safety assurance of it.  
>  
> I did not feel comfortable to handle the package.  
>  
> If I still do not hear anything from you, either I  
> will or you can report the case to corresponding  
> authorities/agencies to end the mystery. It would  
> be  
> better for everyone.  
>  
>  
> Best wishes,  
>  
> Qingbo Li  
>  
>  
>  
>  
\_\_\_\_\_  
> Do you Yahoo!?  
> Yahoo! Web Hosting - establish your business online  
> <http://webhosting.yahoo.com>

---

Do you Yahoo!?  
New and Improved Yahoo! Mail - Send 10MB messages!  
[http://promotions.yahoo.com/new\\_mail](http://promotions.yahoo.com/new_mail)

**Jay Fister**

---

**From:** Tom Kane [tkane@spectrumedix.com]  
**Sent:** Thursday, March 13, 2003 4:17 PM  
**To:** Jay Fister  
**Subject:** FW: Package verification

1st response to Ritson

-----Original Message-----

**From:** John W. Ritson  
**Sent:** Thursday, March 13, 2003 4:17 PM  
**To:** Tom Kane  
**Subject:** FW: Package verification

-----Original Message-----

**From:** QBLI1@aol.com [mailto:QBLI1@aol.com]  
**Sent:** Friday, February 14, 2003 9:58 AM  
**To:** John W. Ritson  
**Cc:** QBLI@aol.com  
**Subject:** Package verification

Good morning John,

FedEx dropped of a package by my house in my absence. The package appeared to come from SpectruMedix, signed with Tom Kane's name but not Tom's signature.

Given the 3-minute driving distance from Spectrumedix to my residence, and second-day regular mail in town, I am very doubtful about the origin and intension of the package delivered by FedEx, which had to go through half of the country.

Therefore, a declaration letter from you and a co-signer verifying the following is required.

- a) the origin of the package;
- b) the purpose of the package;
- c) safety data sheet for the package.

Without such a letter, the package will be disposed as it is (unopen).

Wish you all have great Valentine's day!

Qingbo

**Julius C. Fister, III**

---

**From:** Julius C. Fister, III  
**Sent:** Tuesday, July 13, 2004 7:21 AM  
**To:** 'qzl101@psu.edu'  
**Subject:** Document Execution

Dear Qingbo,

As we discussed today and July 2, 2004, Fish & Richardson, PC represents Spectrumedix, LLC ("Spectrumedix") in intellectual property matters. Several patent applications, now pending before the U.S. patent office and certain foreign patent offices, identify you as an inventor ("the pending applications"). Among these applications are U.S. patent application no. 10/661,558, filed September 15, 2003, and titled DENATURANT-FREE ELECTROPHORESIS OF BIOLOGICAL MOLECULES UNDER HIGH TEMPERATURE CONDITIONS, ("the Denaturant-Free application").

Spectrumedix would like to arrange for you to review and execute (a) a Declaration in the Denaturant-Free application (a complete copy of the Denaturant-Free application with specification, claims, and figures will be attached to the Declaration) (b) an Assignment by you to Spectrumedix for the Denaturant-Free application, and (c) an Assignment of several other pending applications to Spectrumedix (collectively (a)-(c) are "the Documents"). We will, of course, provide you with copies of all of the Documents for your records.

You have requested that the Documents not be sent to your place of residence or other location. Instead, Spectrumedix will accommodate your wish to review and execute the Documents on-site at Spectrumedix. Based on our discussion today, I understand that you will review your schedule and contact me with a date suitable for you to review the Documents at Spectrumedix.

As we discussed, August 10, 2004 is a deadline for submitting an executed Declaration to the patent office in the Denaturant-Free application. Accordingly, we wish to have you review and execute the Documents and provide us with copies of the executed documents no later than August 6, 2004. Please contact me at your earliest convenience so that we can arrange a mutually satisfactory date and time. In the event your schedule does not permit you to visit Spectrumedix on-site, please let me know. I will arrange for the Documents (with copies for your records) to be sent to a suitable location for your review and execution. I would include a postage-paid self addressed return envelope.

Please do not hesitate to contact me with any questions.

Regards,

Jay Fister

617-521-7082 (direct)  
617-542-5070 (main)

## Julius C. Fister, III

---

**From:** Kimble Li [qzl101@psu.edu]  
**Sent:** Tuesday, July 13, 2004 9:16 AM  
**To:** Julius C. Fister, III  
**Subject:** Re: Document Execution

Dear Jay,

July 23, Fri will be an appropriate day.  
Before so, please have a signed letter sent with appropriate letter head stating the purpose as of below. I will need to consult PSU based on the letter before I go.

Regards,  
Qingbo

----- Original Message -----

**From:** "Julius C. Fister, III" <Fister@fr.com>  
**To:** <qzl101@psu.edu>  
**Sent:** Tuesday, July 13, 2004 10:20 AM  
**Subject:** Document Execution

> Dear Qingbo,  
>  
> As we discussed today and July 2, 2004, Fish & Richardson, PC represents Spectrumdix, LLC ("Spectrumdix") in intellectual property matters. Several patent applications, now pending before the U.S. patent office and certain foreign patent offices, identify you as an inventor ("the pending applications"). Among these applications are U.S. patent application no. 10/661,558, filed September 15, 2003, and titled DENATURANT-FREE ELECTROPHORESIS OF BIOLOGICAL MOLECULES UNDER HIGH TEMPERATURE CONDITIONS, ("the Denaturant-Free application").  
>  
> Spectrumdix would like to arrange for you to review and execute (a) a Declaration in the Denaturant-Free application (a complete copy of the Denaturant-Free application with specification, claims, and figures will be attached to the Declaration) (b) an Assignment by you to Spectrumdix for the Denaturant-Free application, and (c) an Assignment of several other pending applications to Spectrumdix (collectively (a)-(c) are "the Documents"). We will, of course, provide you with copies of all of the Documents for your records.  
>  
> You have requested that the Documents not be sent to your place of residence or other location. Instead, Spectrumdix will accommodate your wish to review and execute the Documents on-site at Spectrumdix. Based on our discussion today, I understand that you will review your schedule and contact me with a date suitable for you to review the Documents at Spectrumdix.  
>  
> As we discussed, August 10, 2004 is a deadline for submitting an executed Declaration to the patent office in the Denaturant-Free application. Accordingly, we wish to have you review and execute the Documents and provide us with copies of the executed documents no later than August 6, 2004. Please contact me at your earliest convenience so that we can arrange a mutually satisfactory date and time. In the event your schedule does not permit you to visit Spectrumdix on-site, please let me know. I will arrange for the Documents (with copies for your records) to be sent to a suitable location for your review and execution. I would include a postage-paid self addressed return envelope.  
>  
> Please do not hesitate to contact me with any questions.  
>

> Regards,  
>  
> Jay Fister  
>  
> 617-521-7082 (direct)  
> 617-542-5070 (main)  
>  
>

## Julius C. Fister, III

---

**From:** Julius C. Fister, III  
**Sent:** Wednesday, July 14, 2004 12:05 PM  
**To:** 'Kimble Li'  
**Cc:** 'qingbol@yahoo.com'  
**Subject:** SpectruMedix

Dear Qingbo-

Attached is a letter regarding your visit to SpectruMedix on July 23. A confirmation copy has been sent to your residence. Please let me know if you have any questions.

Regards,



letter to dr li.pdf

Jay

# FISH & RICHARDSON P.C.

Frederick P. Fish  
1855-1930

W.K. Richardson  
1859-1951

225 Franklin Street  
Boston, Massachusetts  
02110-2804

Telephone  
617 542-5070

Facsimile  
617 542-8906

Web Site  
[www.fr.com](http://www.fr.com)

Julius Fister III  
(617) 521-7082

Email  
[fister@fr.com](mailto:fister@fr.com)

July 14, 2004

Dr. Qingbo Li  
SpectruMedix LLC  
2234 Autumnwood Dr  
State College, PA 6801-2408

Re: PENDING SPECTRUMEDIX PATENT APPLICATIONS

Dear Qingbo:



BOSTON  
DALLAS  
DELAWARE  
NEW YORK  
SAN DIEGO  
SILICON VALLEY  
TWIN CITIES  
WASHINGTON, DC

As we have discussed, several patent applications ("the pending applications") now pending before the United States Patent and Trademark Office ("PTO") identify you as an inventor. I understand that your contributions to the pending applications result from work performed while at SpectruMedix or one of its precursors in interest. Accordingly, SpectruMedix would like to provide you with the opportunity to review and execute documents related to several of the pending applications.

We understand that you are available to visit SpectruMedix at 10:00 AM, July 23, 2004, to review and execute (a) a Declaration in U.S. patent application no. 10/661,558, filed September 15, 2003, and titled DENATURANT-FREE ELECTROPHORESIS OF BIOLOGICAL MOLECULES UNDER HIGH TEMPERATURE CONDITIONS, ("the Denaturant-Free application"), a complete copy of which with specification, claims, and figures will be attached to the Declaration, (b) an Assignment to SpectruMedix of the Denaturant-Free application, and (c) an Assignment to SpectruMedix of several other of the pending applications, copies of which applications will be provided with the Assignment (collectively, (a)-(c) are "the Documents"). We will, of course, provide you with copies of all of the Documents for your records. You should feel free to visit SpectruMedix in the company of legal counsel retained at your expense.

As we discussed, August 10, 2004 is a deadline for submitting an executed Declaration to the PTO in the Denaturant-Free application. Accordingly, if you are unable to review and execute the Declaration on July 23, 2004, please let me know so that we may make alternative arrangements before the deadline. I will arrange for the Documents (with copies for your records) to be sent to a suitable location for your review and execution and would include a postage-paid self-addressed return envelope.



FISH & RICHARDSON P.C.

Dr. Qingbo Li

July 14, 2004

Page 2

Please do not hesitate to contact me with any questions.

Very truly yours,



Julius Fister III  
Technology Specialist

JCF/jcl

20898723.doc

## Julius C. Fister, III

---

**From:** Kimble Li [qz1101@psu.edu]  
**Sent:** Friday, July 23, 2004 8:52 AM  
**To:** Julius C. Fister, III  
**Subject:** Re: SpectruMedix

Dear Jay,

Comment's after the SpectruMedix between ~10:00-11:15 am:

The Denaturant Free application possibly/potentially puts SpectruMedix in a position of breaching confidential agreements with at least two 'third parties'. It will also potentially put me in a unnecessary position to be affected by those legal consequences. In addition, it also involves some prior work done by or involved with me when I was not at SpectruMedix, which could put me in a disadvantageous legal position.

I will contact the 'thrid parties' soon and consult them to clarify the issues. I will also ask you to assist in providing the 'third parties' necessary documents for clarifying the issue if the need arises.

I will be glad to re-convene at SpectruMedix's premises next week for the Denaturant Free application if the related issues are properly clarified.

Regards,

Qingbo

----- Original Message -----

From: "Julius C. Fister, III" <Fister@fr.com>  
To: "Kimble Li" <qz1101@psu.edu>  
Sent: Thursday, July 22, 2004 3:42 PM  
Subject: RE: SpectruMedix

> Dear Qingbo:

>

> I am the appropriate SpectruMedix representative for you to communicate with regarding these matters.

>

> Our offer to provide you with copies of the documents ahead of time was not intended to force you to "do it at [your] personal/'free'/'convenient' time." Rather, we hoped to minimize disruption to your professional and private schedule while also giving you the opportunity to provide us with any initial comments or questions prior to the meeting. Given that you refused this offer, I will do what I can to make tomorrow's meeting as efficient as possible for you.

>

> Jay

>

>

> -----Original Message-----

> From: Kimble Li [mailto:qz1101@psu.edu]  
> Sent: Thursday, July 22, 2004 12:17 PM  
> To: Julius C. Fister, III  
> Subject: Re: SpectruMedix

>

>

> Dear Jay,  
>  
> Just repeat what I said before, tomorrow I will ONLY review the  
Denaturant  
> Free application. I can review other applications at another time.  
>  
> I understand that you represent SpectruMedix, and assume all of  
> communications are between me and SpectruMedix and properly conveyed.  
> Otherwise, please have another person at SpectruMedix to be the point  
person  
> for me to talk to if you feel that will be more appropriate for some  
issues.  
>  
> If you do not want me to review the applications on SpectruMedix's  
premises  
> at properly arranged schedule and you want to force to have me do it at my  
> personal/'free'/'convenient' time, please provide reasonal explanations.  
>  
> Regards,  
>  
> Kimble  
>  
>  
> ----- Original Message -----  
> From: "Julius C. Fister, III" <Fister@fr.com>  
> To: "Kimble Li" <qz1101@psu.edu>  
> Sent: Thursday, July 22, 2004 2:01 PM  
> Subject: RE: SpectruMedix  
>  
>  
> > Dear Qingbo:  
> >  
> > We appreciate your willingness to review the documents related to the  
> Denaturant-Free application. With respect to the time required to review  
> all the documents referred to in my e-mail of July 23, 2004, recall that I  
> offered to send the documents to you ahead of time so that you could  
review  
> them at your convenience. Even though you chose not to accept this offer,  
> we hope that you will be able to review and execute all of the documents  
at  
> tomorrow's meeting. We will seek to minimize the amount of inconvenience  
to  
> you.  
> >  
> > Lastly, I wanted to remind you that I represent SpectruMedix and will  
not  
> provide you with legal advice.  
> >  
> > Regards,  
> >  
> > Jay  
> >  
> > -----Original Message-----  
> > From: Kimble Li [mailto:qz1101@psu.edu]  
> > Sent: Thursday, July 22, 2004 6:20 AM  
> > To: Julius C. Fister, III  
> > Subject: Re: SpectruMedix  
> >  
> >  
> > Dear Jay,  
> >  
> > Thank you for sending the letter.  
> >  
> > According to PSU University policy, I will not be able to attend such  
kind  
> > of matters within the normal working hours. However, since you have a  
> > deadline approaching, I will make one exception to do you a favor

tomorrow

>  
> > to visit SpectruMedix at 10:00 am as requested and arranged. The visit  
> will  
> > be short. Therefore, I will only be able to review the Denaturant Free  
> > application. Any other applications will have to be another time if you  
> > still want me to involve.  
> >  
> > There may be some legal issues that will need to involve a third party  
> > (pending upon the content of the Application(s)) in order to clarify  
that  
> I  
> > can assist SpectruMedix in the Application and any other undisclosed  
ones  
> > without incurring any legal consequences/burdens upon me. SpectruMedix  
> > forbid me from being in contact with certain groups of people,  
intimidated  
> > me with punishment, intercepted my mail that was not relevant to  
> > SpectruMedix (so I did not receive it). Based on the way in which  
> > SpectruMedix conducts its business, I decide not to take any of the  
> > (SpectruMedix's) Documents out of SpectruMedix's premises, for my own  
> > protection. I will attend to the matters related to the remaining of  
the  
> > Documents on SpectruMedix's premises at a time that we can arrange,  
> > preferably not within my PSU working hours. I spent tremendous amount  
of  
> > overwork hours when I was in SpectruMedix, even under US government's  
> > funding. Therefore, I expect that SpectruMedix will not mind a little  
bit  
> > inconvenience by accommodating some evening or weekend schedules.

> >  
> > Regards,

> >  
> > Qingbo

> >  
> >  
> > ----- Original Message -----  
> > From: "Julius C. Fister, III" <Fister@fr.com>  
> > To: "Kimble Li" <qz1101@psu.edu>  
> > Cc: <qingbol@yahoo.com>  
> > Sent: Wednesday, July 14, 2004 3:05 PM  
> > Subject: SpectruMedix

> >  
> >  
> > Dear Qingbo-  
> >  
> > Attached is a letter regarding your visit to SpectruMedix on July 23. A  
> > confirmation copy has been sent to your residence. Please let me know  
if  
> > you have any questions.

> >  
> > Regards,  
> >  
> > Jay <<letter to dr li.pdf>>

> >  
> >  
> >  
>  
>

2124 Old Gatesburg Rd., State College, PA 16803

**SPECTRUMEDIX CORP.**

2000 APR 20 P 1:15

**Fax**

<b>To:</b> Nanda Alapati	<b>From:</b> Qingbo Li
<b>Fax:</b> 202-496-4444	<b>Pages:</b> / 2
<b>Phone:</b> 202-496-4462	<b>Date:</b> 4/20/00
<b>Re:</b> New patent application	<b>CC:</b>
<input type="checkbox"/> <b>Urgent</b> <input checked="" type="checkbox"/> <b>For Review</b> <input type="checkbox"/> <b>Please Comment</b> <input type="checkbox"/> <b>Please Reply</b> <input type="checkbox"/> <b>Please Recycle</b>	

Dear Nanda:

Attached please find the draft of a new patent application entitled "Using High Heat as Replacement of Denaturants in Sieving Matrix for DNA Sequencing". *Please file a provisional application as fast as you can. Because this sieving matrix is going to be implemented in the field in next couple of weeks.*

The inventors to be on the filing are the following:

Qingbo Li, 2234 Autumnwood Dr., State College, PA 16801  
Kevin LeVan, 1400 Martin St., Apt. 3022, State College, PA 16803  
Heidi Monroe, 830 Cricklewood Dr., Apt. 105, State College, PA 16803

Thank you.

Sincerely,



Qingbo Li

PENNIE & EDMONDS LLP

NEW YORK OFFICE  
1133 AVENUE OF THE AMERICAS  
NEW YORK, NEW YORK 10036  
(212) 790-9090  
FACSIMILE: (212) 869-9741/8864

1667 K STREET, N.W.  
WASHINGTON, DC 20006  
(202) 496-4400  
FACSIMILE: (202) 496-4444  
MCI MAIL: 561-3768

CALIFORNIA OFFICE  
3300 HILLVIEW AVENUE  
PALO ALTO, CALIFORNIA 94304  
(650) 493-4935  
FACSIMILE: (650) 493-5556

WRITER'S DIRECT DIAL:  
(202) 496-4555

INTERNET ADDRESS:  
FISTERJ@PENNIE.COM

April 26, 2000

Your Ref: (Please Provide)  
Our Ref: 9046-042

Dr. Qingbo Li  
SpectruMedix Corporation  
2124 Old Gatesburg Road  
State College, PA 16803

Re: U.S. Provisional Patent Application  
Filed: April 25, 2000  
For: MATRICES AND METHODS FOR DNA SEQUENCING

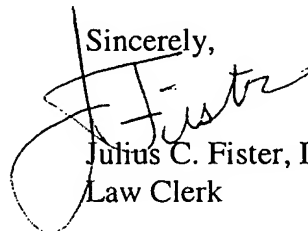
Dear Dr. Li:

Further to your facsimile of April 20, 2000, we have, on April 25, 2000, filed a provisional patent application in the U.S. Patent and Trademark Office for the abovementioned invention. A copy is enclosed for your records. This application was filed to establish a date of invention in the U.S., but it will not be examined.

Further to our telephone conversation yesterday, we have received the additional materials related to the above mentioned invention. We will review these materials with regard to the preparation of a non-provisional patent application claiming priority to the provisional application mentioned herein. During the preparation of the non-provisional application, which must be filed by **April 25, 2001**, please keep us apprised of further enhancements or improvements that are made to this invention.

Should you have any questions regarding this matter, please let us know.

Sincerely,



Julius C. Fister, III, Ph.D.  
Law Clerk

Enclosures

c: Allan A. Fanucci, Esq.  
Nanda K. Alapati, Esq

PENNIE & EDMONDS LLP  
1667 K Street, N.W., Washington, D.C. 20006  
(202) 496-4400 Fax: (202) 496-4444

WRITER'S DIRECT DIAL:  
(202) 496-4555

INTERNET ADDRESS:  
FISTERJ@PENNIE.COM

TELEFACSIMILE MESSAGE

Sender: Julius C. Fister, III, Ph.D.

April 10, 2001

Pages (including this page):

9046-042

Recipient	Address	Facsimile Number	Your Reference
Qingbo Li	SpectruMedix 2124 Old Gatesburg Road State College, PA 16803	814.867.4513	

Confirmation copy *will not* follow.

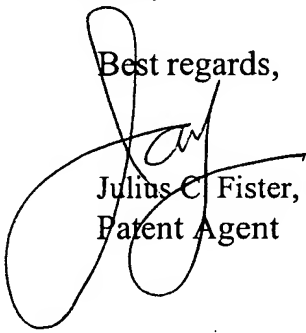
MESSAGE:

Dear Qingbo:

As we discussed, I have attached a draft copy of an application for your review. To expedite the filing of this matter, I have faxed rather than mailed the draft.

Please call me when you are ready to discuss this.

Best regards,

  
Julius C. Fister, III, Ph.D.  
Patent Agent

If you have any problems regarding this transmission, please contact Elaine Beer at 202.496.4631

The information contained in this facsimile message is information protected by attorney-client and/or the attorney work product privilege. It is intended only for the use of the individual named above and the privileges are not waived by virtue of this having been sent by facsimile. If the person actually receiving this facsimile or any other reader of the facsimile is not the named recipient or the employee or agent responsible to deliver it to the named recipient, any use, dissemination, distribution, or copying of the communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us.

\*\* TX STATUS REPORT \*\*

AS OF APR 10 2001 15:54 PAGE.01

PENNIE EDMONDS

	DATE	TIME	TO/FROM	MODE	MIN/SEC	PGS	JOB#	STATUS
08	04/10	15:50	8148674513	G3--S	03'11"	008		OK

---



**Julius C. Fister, III**

---

**From:** Qingbo Li [qzl101@psu.edu]  
**Sent:** Monday, July 26, 2004 6:18 AM  
**To:** jritson@spectrumedix.com  
**Cc:** Julius C. Fister, III  
**Subject:** SpectruMedix

Dear John,

If you need my further assistance in SpectruMedix's matters, please indicate in advance whether you want my voluntary help, or you wish to compensate for my time and effort.

If you want my free help, you need to indicate that in advance. I will consider it.

If you wish to compensate for my effort, you need to advance 50% of estimate payment into my bank account (Omega Bank routing # 031316271, checking account # 010641580) at least 12 hours before I attend any matters you specify in advance. After I attend the matters as you specify, the other 50% need to be deposited into the same account within 5 business days.

If you wish to enter any agreement, send me draft/proposal. I will consider it.

Qingbo

8/5/2004

**Julius C. Fister, III**

---

**From:** Julius C. Fister, III  
**Sent:** Tuesday, July 27, 2004 11:25 AM  
**To:** 'Qingbo Li'; 'Kimble Li'; 'Qingbo Li'  
**Subject:** Denaturant Free Application

Dear Qingbo:

Today, I have sent you a package containing several items for your review and signature. The following text is from a letter accompanying the package and will let you know ahead of time what to expect.

Please contact me with any questions. Thank you for your assistance in this matter.

Regards,

Jay

voice: 617-497-4340

text from letter:

Further to your July 23, 2004 meeting at SpectruMedix, LLC ("SpectruMedix") and our previous correspondence, I have enclosed: (a) a Declaration in U.S. patent application no. 10/661,558, filed September 15, 2003, and titled DENATURANT-FREE ELECTROPHORESIS OF BIOLOGICAL MOLECULES UNDER HIGH TEMPERATURE CONDITIONS, ("the Denaturant-Free application"), a complete copy of which with specification, claims, and figures will be attached to the Declaration (b) an Assignment to SpectruMedix of the Denaturant-Free application. These documents are identical to those you reviewed during your meeting at SpectruMedix.

To our understanding, your contribution to the invention of the Denaturant-Free application results only from work you performed while employed by PATCO or one of its successors in interest. Accordingly, we ask that you sign the Declaration and Assignment and return the executed documents to me using the enclosed postage-paid return envelope. The Assignment need not be notarized. As you know, the deadline for submitting the signed documents to the United States Patent and Trademark Office ("the Patent Office") is August 10, 2004. Please return the executed documents to me by August 4, 2004.

I also ask that you bring any prior art of which you are aware to my attention so that I may review the art and determine whether it is material to the Denaturant-Free application and must be submitted to the Patent Office.

# FISH & RICHARDSON P.C.

Frederick P. Fish  
1855-1930

W.K. Richardson  
1859-1951

225 Franklin Street  
Boston, Massachusetts  
02110-2804

Telephone  
617 542-5070

Facsimile  
617 542-8906

Web Site  
[www.fr.com](http://www.fr.com)

Julius Fister III  
(617) 521-7082

Email  
[fister@fr.com](mailto:fister@fr.com)

July 27, 2004

Qingbo Li  
SpectruMedix LLC  
2234 Autumnwood Dr  
State College, PA 6801-2408

Re: DENATURANT-FREE ELECTROPHORESIS OF BIOLOGICAL  
MOLECULES UNDER HIGH TEMPERATURE CONDITIONS

Applicant: Qingbo Li et al.  
Application No.: 10/661,558  
Filing Date: September 15, 2003  
Country: United States  
Our Ref.: 16969-053002



BOSTON

DALLAS

DELAWARE

NEW YORK

SAN DIEGO

SILICON VALLEY

TWIN CITIES

WASHINGTON, DC

## Prompt Response Requested

Dear Qingbo:

Further to your July 23, 2004 meeting at SpectruMedix, LLC ("SpectruMedix") and our previous correspondence, I have enclosed: (a) a Declaration in U.S. patent application no. 10/661,558, filed September 15, 2003, and titled DENATURANT-FREE ELECTROPHORESIS OF BIOLOGICAL MOLECULES UNDER HIGH TEMPERATURE CONDITIONS, ("the Denaturant-Free application"), a complete copy of which with specification, claims, and figures will be attached to the Declaration (b) an Assignment to SpectruMedix of the Denaturant-Free application. These documents are identical to those you reviewed during your meeting at SpectruMedix.

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FISH & RICHARDSON P.C.

Qingbo Li  
July 27, 2004  
Page 2

Your assistance in this matter is appreciated.

Very truly yours,



Julius Fister III  
Technology Specialist

JCF/jcl

20909685.doc

## Julius C. Fister, III

---

**From:** Kimble Li [qzl101@psu.edu]  
**Sent:** Monday, August 02, 2004 6:34 AM  
**To:** Julius C. Fister, III  
**Cc:** John W. Ritson  
**Subject:** Re: Denaturant Free Application



080204-SpectruMe  
dix.pdf

Dear Jay,

Attached please find my letter in PDF.

Also please note my correct address.

Regards,

Qingbo

----- Original Message -----

**From:** "Julius C. Fister, III" <Fister@fr.com>  
**To:** "Qingbo Li" <qzl101@psu.edu>; "Kimble Li" <qzl101@psu.edu>; "Qingbo Li" <qingbol@yahoo.com>  
**Sent:** Tuesday, July 27, 2004 2:25 PM  
**Subject:** Denaturant Free Application

> Dear Qingbo:

>

> Today, I have sent you a package containing several items for your review and signature. The following text is from a letter accompanying the package and will let you know ahead of time what to expect.

>

> Please contact me with any questions. Thank you for your assistance in this matter.

>

> Regards,

>

> Jay

>

> voice: 617-497-4340

>

> text from letter:

>

> Further to your July 23, 2004 meeting at SpectruMedix, LLC ("SpectruMedix") and our previous correspondence, I have enclosed: (a) a Declaration in U.S. patent application no. 10/661,558, filed September 15, 2003, and titled DENATURANT-FREE ELECTROPHORESIS OF BIOLOGICAL MOLECULES UNDER HIGH TEMPERATURE CONDITIONS, ("the Denaturant-Free application"), a complete copy of which with specification, claims, and figures will be attached to the Declaration (b) an Assignment to SpectruMedix of the Denaturant-Free application. These documents are identical to those you reviewed during your meeting at SpectruMedix.

>

> To our understanding, your contribution to the invention of the Denaturant-Free application results only from work you performed while employed by PATCO or one of its successors in interest. Accordingly, we ask that you sign the Declaration and Assignment and return the executed documents to me using the enclosed postage-paid return envelope. The Assignment need not be notarized. As you know, the deadline for submitting

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>

> I also ask that you bring any prior art of which you are aware to my attention so that I may review the art and determine whether it is material to the Denaturant-Free application and must be submitted to the Patent Office.

>

>

Qingbo Li  
2234 Autumnwood Dr.  
State College, PA 16801

August 2, 2004

Julius Fister III  
Fish & Richardson P.C.  
225 Franklin St.  
Boston, MA 02110-2804

RE: SECTRUMEDIX PENDING PATENT APPLICATIONS

Dear Jay,

Further to your message of July 27, 2004, here's is my reply.

To my understanding, my work performed while employed by PATCO or one of its successors in interest was compensated in large proportion by company stocks/shares. SpectruMedix has forfeited all the shares cumulatively issued to me, which was rightful compensation I received for my work performed at PATCO or one of its successors in interest. Accordingly, my contribution to the invention of the Denaturant-Free application, and other patents or pending patent applications, results in my ownership of those inventions. Therefore, I claim my rights in the patents and pending patent applications filed by SpectruMedix with me as an inventor, which will be collected by all means.

SpectruMedix declared that I was SpectruMedix's expense and nothing more in SpectruMedix that required me to do. On the other hand, SpectruMedix continues to take advantage of my time and effort. This is again a reflection of SpectruMdx's continuing mean intension to exploit others' time and effort without any appreciation.

If SpectruMedix still wishes to apply for the application(s) and wishes to enlist me as an inventor, the Assignment form(s) has to be modified to reflect my rights in those patents/pending patent applications. With proper modification of the Assignment form(s) to reflect my rights in the applications, I will consider further assistance in the applications.

Very truly yours,

Qingbo Li

Cc. John W. Ritson  
SpectruMedix

Attorney's Docket No.: 16969-053002

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Qingbo Li et al.                      Art Unit : 1753  
Serial No. : 10/661,558                      Examiner : Unknown  
Filed : September 15, 2003  
Title : DENATURANT-FREE ELECTROPHORESIS OF BIOLOGICAL MOLECULES  
UNDER HIGH TEMPERATURE CONDITIONS

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

DECLARATION BY THOMAS KANE IN SUPPORT OF FILING ON BEHALF OF  
UNCOOPERATIVE INVENTOR QINGBO LI

I, Thomas E. Kane, am Chief Technology Officer and Vice President of SpectruMedix, LLC ("SpectruMedix"), which asserts ownership of the present application.

I hereby declare that:

1. This declaration is made on facts of which I have first hand knowledge and facts which are relied upon to establish that diligent efforts were made to secure the execution of a Declaration and Assignment to SpectruMedix, LLC ("SpectruMedix") from Qingbo Li ("Li") for the above-identified application in the United States Patent and Trademark Office.
2. On September 5, 1995, Li executed an Employee Confidentiality and Non-Competition Agreement ("the Agreement") in favor of Premier American Technologies Corp. ("PATCO"). A copy of the Agreement is attached hereto as Appendix A.
3. The Agreement states that "any invention . . . made or conveyed by [Li] during the period of [his] employment belongs to Patco."
4. The Agreement further states that Li agrees to "[a]ssign to Patco, or to a party designated by Patco, at its request and without additional compensation, [Li's] entire rights to the invention" and that Li agrees to "[s]ign all papers necessary to carry out [this] obligation."
5. During the time the invention in the present application was made, I held the position of Vice President of Instrument Development for SpectruMedix Corp., a precursor in interest to SpectruMedix.

## CERTIFICATE OF MAILING BY FIRST CLASS MAIL

I hereby certify under 37 CFR §1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

August 10, 2004  
Date of Deposit

Jamie Crystal-Lowry  
Signature

Jamie Crystal-Lowry  
Typed or Printed Name of Person Signing Certificate



Applicant : Qingbo Li et al.  
Serial No. : 10/661,558  
Filed : September 15, 2003  
Page : 2 of 3

Attorney's Docket No.: 16969-053002

6. SpectruMedix and SpectruMedix Corp. are successors in interest to PATCO in the present application.
7. On July 13, 2004, Li sent Julius Fister an e-mail, which e-mail was forwarded to me. A copy of the e-mail is attached hereto as Appendix B. The e-mail states:

Due to the following incidents, I did not and will not review SpectruMedix's patent applications in a place other than the premises of SpectruMedix:

  - a) SpectruMedix associated/related personnel once called my residence to threaten suing me by accusing that I accessed unauthorized proprietary information, which I had no idea of;
  - b) Someone used/forged Thomas Kane's name to send to my residence suspicious Fedex package from SpectruMedix's address.
8. To my knowledge, no communications from SpectruMedix employees to Li have extended beyond reasonable requests that Li comply with terms of the Agreement.
9. To my knowledge, no person has made unauthorized use of my name to send any package to Li.
10. On July 23, 2004, at about 10:00 AM, Li visited the premises of SpectruMedix. In the presence of myself, John Ritson, President and Chief Executive Officer of SpectruMedix, and a third-party Notary Public, Li was presented with copies of (a) a Declaration in the present application (with an attached complete copy of the application including specification, claims, and figures) and (b) an Assignment by Li to SpectruMedix for the present application were made available to Li.
11. Li left SpectruMedix without signing the Declaration or Assignment.
12. On July 23, 2004, after Li left SpectruMedix, he sent an e-mail to Julius C. Fister, which e-mail was forwarded to me. A copy of the e-mail is attached hereto as Appendix C. The email states:

The Denaturant Free application possibly/potentially puts SpectruMedix in a position of breaching confidential agreements with at least two 'third parties'. It will also potentially put me in a unnecessary position to be affected by those legal consequences. In addition, it also involves some prior work done by or involved with me when I was not at SpectruMedix, which could put me in a disadvantageous legal position.
13. I have reviewed Li's e-mail of July 23, 2004 (Appendix C).
14. I am not aware of any third party with rights in the present application.


Applicant : Qingbo Li et al.  
Serial No. : 10/661,558  
Filed : September 15, 2003  
Page : 3 of 3

Attorney's Docket No.: 16969-053002

15. The Agreement signed by Li at the beginning of his employment with SpectruMedix, provided Li with an opportunity to reserve and except inventions from the provisions of the Agreement. Li did not reserve or except any inventions from the Agreement.
16. Based on my review of SpectruMedix records including invention disclosures and my interactions with Li, Levan, and Monroe in my capacity as Vice President of Instrument Development, it is my belief that that the inventions of the present invention were made by and only by Li, Levan, and Monroe during the time Li, Levan, and Monroe were employed by PATCO or a successor in interest to PATCO.
17. 38. Despite Li's obligation to "[a]ssign to Patco, or to a party designated by Patco, at its request and without additional compensation, [Li's] entire rights to the invention" and to "[s]ign all papers necessary to carry out [this] obligation," I have not received an executed Declaration or Assignment from Li..
18. Li's refusal to sign the Declaration and Assignment is unreasonable.
19. I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed true; and further that these statements were made with knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

Date: 8/10/04

  
\_\_\_\_\_  
Thomas E. Kane  
Chief Technology Officer and Vice President  
SpectruMedix LLC  
2124 Old Gatesburg Road  
State College, PA 16803

Employee: Qingbo Li

PREMIER AMERICAN TECHNOLOGIES CORP.  
EMPLOYEE CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

Effective as of 9-5-95 the undersigned employee, having an address at 784 PAMMEL COURT, AMES, IOWA 50014, enters into this Agreement with Premier American Technologies Corp. ("Patco"), a Delaware corporation, with principal offices and facilities in Bellefonte, Pennsylvania.

Since Patco is engaged in a highly competitive and rapidly evolving business of developing, manufacturing and marketing high technology instrumentation, and owns or controls technological, manufacturing and marketing information in various fields, which information is of commercial value throughout the world; and

Since Patco has expended and intends to continue to expend significant time, effort and financial resources to develop the business practices, technology and products which are necessary to the continued success of Patco's business, and the information relative to this development is considered by Patco and acknowledged by the undersigned, to be confidential and trade secret information which is proprietary to Patco;

Since I am an employee of Patco, I will have access to Patco's confidential and trade secret information, the unauthorized disclosure of which to a competitor of Patco could cause serious and irreparable financial and business damage to Patco; and

I recognize that one of the inducements for Patco to employ me is the understanding that I will not compete or interfere, directly or indirectly, during my employment and for a period of time thereafter, with Patco.

THEREFORE, in consideration of my employment with Patco. I

hereby agree with Patco as follows:

1. Proprietary Information. I agree not to disclose or use, both during and after the period of my employment by Patco, except in pursuit of the business of Patco, any proprietary information of Patco, or in possession or control of Patco, whether I have such information in my memory or embodied in writing or other physical form. For purposes of this Agreement, the phrase "proprietary information of Patco" means all information which is known only to Patco's employees or others in a confidential relationship with Patco and relates to specific technical matters, such as circuits, components, devices, formulas, compounds, patterns, manufacturing or testing procedures, materials and machines of Patco, or relates to specific business matters such as the identity of suppliers or customers or accounting procedures of Patco, or relates to other business of Patco. Such proprietary information shall include such

information which was disclosed to me by my former employer(s) and which are now the property of Patco.

I agree not to remove from the premises of Patco, except in pursuit of the business of Patco, any document, component, device, record or other information of Patco. I recognize that all such documents, components, devices, records or other information, whether developed by me or by someone else for Patco, are the exclusive property of Patco.

I agree that I will not cause, suffer or permit any family member or other of my affiliates to violate any of the provisions of this Section 1.

2. Inventions. I agree that any invention (as hereinafter defined) made or conceived by me during the period of my employment belongs to Patco, and I agree that I will:

- (a) Promptly disclose in writing the invention to Patco;
- (b) Assign to Patco, or to a party designated by Patco, at its request and without additional compensation, my entire rights to the invention for the United States and all foreign countries;
- (c) Sign all papers necessary to carry out the above obligations; and
- (d) Give testimony (but without expense to me) in support of my inventorship.

The term "invention" as used in this Section 2, means any invention or improvement, whether patentable or not, or any industrial design, whether registrable or not, created, conceived or made by me, either solely or in conjunction with others during the period of my employment by Patco, provided such invention or industrial design grows out of my work with Patco, or is related in any manner to, or useful in, the business (commercial or experimental) of Patco.

3. List of Inventions. Check as appropriate:

\_\_\_\_\_ As a matter of record, I hereby state that I own all or partial interest in the unpatented inventions listed on the reverse of this Agreement or in a list attached hereto, which are expressly reserved and excepted from the provisions of this Agreement.

✓ \_\_\_\_\_ I have no such inventions at the time of signing this Agreement.

4. Duties Upon Termination of Relationship. Upon termination of my employment with Patco, I agree to turn over to Patco all copies of data, information and knowledge, including without limitation all drawings, photographs, graphs, tables, charts, documents, correspondence, specifications, notebooks, reports, sketches, blueprints, formula, computer programs, software, software documentation, sales data, business manuals, price lists, customer lists, samples, and all other

materials and copies thereof including product and other embodiments relating in any way to the business of Patco, made fully or in part, or obtained by me during the course of my relationship with Patco, whether confidential information or not, which are in my possession or control.

5. Exclusions. Notwithstanding anything contained herein, my obligations hereunder shall not apply to any information which I can demonstrate by documentary evidence:

(a) was rightfully known to me prior to disclosure to me by Patco, other than information disclosed to me by my former employer(s) which has become the property of Patco,

(b) is or becomes generally available to the public other than as a result of disclosure by me, members of my family or other of my affiliates;

(c) becomes available to me on a nonconfidential basis from a source other than Patco or my former employer(s) (if such information has become the property of Patco), which has a right to disclose such information.

6. Disclosure by Law. In the event that I becomes legally compelled to disclose any confidential information, I will provide Patco with prompt notice so that Patco may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that Patco waives compliance with the provisions of this Agreement, I shall furnish only that portion of such confidential information which is legally required to be disclosed.

7. No License or Right to Use. Except as is expressly set forth in this Agreement, I shall have no right to examine, hold, use, access or disclose the confidential information in any manner. Nothing herein shall be deemed to create a license of such confidential information.

8. Noncompetition. I hereby covenant and agree that, for the term of my employment with Patco and for a period of three years thereafter, I will not, directly or indirectly, under any circumstance other than at the direction and for the benefit of Patco: (i) engage or participate in any aspect of a business or any other activity that in any way whatsoever competes with Patco or be retained or employed by, be associated with or have any ownership, profit sharing or other interest in any person engaged in any such business or activity, in any case whether as principal, partner, stockholder, director, officer, employee, consultant, agent, creditor or otherwise; (ii) interfere in any way whatsoever with any of Patco's relationships with its directors, officers, employees, consultants, agents or other representatives, or with any of the Patco's relationships with its creditors, customers or suppliers, including (without limitation) any solicitation or inducement to any such person to sever its relationship with Patco or to establish any relationship with me, any of my affiliates or any other person; or (iii) offer or agree to, or cause or assist in the inception or continuation of, any such competing business, activity or interference; provided,

however, that (i) I may generally work in the area of measurement and analysis technology so long as such business does not compete with Patco and (ii) from time to time I may purchase in the market publicly traded shares of stock of persons engaged in such competing activities so long as (A) their aggregate holdings in any such person do not at any time exceed 5% of the shares of such publicly traded stock then outstanding, and (B) no other direct or indirect relationship then exists between me and the issuer of such shares.

9. Scope of Noncompetition. I recognize that Patco has attempted to limit my right to compete to the extent necessary to protect Patco from unfair competition. I also recognize that reasonable people may differ in making such a determination. Consequently, Patco and I agree that, if the scope or enforceability of the restrictive covenant is in any way disputed at any time, a court or other trier of fact may modify and enforce this Agreement to the extent that it believes to be reasonable under the circumstances existing at that time.

10. Warranty. I warrant that I have not previously assumed any obligations inconsistent with those of this Agreement.

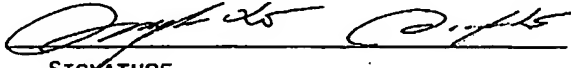
11. Remedies. I agree that any breach or threatened breach of any of the provisions of this Agreement cannot be remedied solely by the recovery of damages and Patco shall be entitled to any other remedies available at law or in equity for any such breach or threatened breach, including injunctive relief, specific performance or such other relief as Patco may request to enjoin or otherwise restrain any act prohibited hereby, as well as the recovery of all costs and expenses, including attorney's fees, incurred. I will not raise and hereby waive any objection or defense that there is an adequate remedy at law.

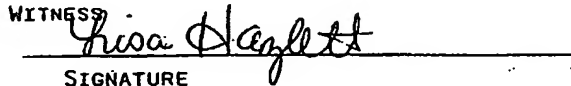
12. Severability. If any condition herein or the application of such condition shall be invalid and unenforceable, the remainder of this Agreement shall not be affected and each remaining condition hereof shall be valid and enforced to the fullest extent permitted by law.

13. Parties. This Agreement shall be binding on Patco, its successors and assigns, and the Agreement shall be binding on the undersigned, its successors and assigns. This Agreement may not be assigned by me without the prior written consent of Patco and any purported assignment shall be void. No term or provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought.

14. Law. Any claim or action arising out of this Agreement shall be decided in the City of New York or Bellefonte, Pennsylvania. This Agreement shall be construed under the laws of the State of New York, without regard to the conflict of law provisions thereof.

15. NO RIGHTS AS EMPLOYEE. NOTHING CONTAINED HEREIN SHALL BE CON-  
STRUED AS TO PROVIDE ME WITH ANY RIGHT TO CONTINUED EMPLOYMENT BY PATCO.

  
SIGNATURE  
QINGBO LI  
EMPLOYEE NAME PRINTED  
09-18-95  
DATE

WITNESS  
  
SIGNATURE  
Lisa Hazlett  
WITNESS NAME PRINTED  
4/2/01  
DATE

AGREED AND ACCEPTED:

PREMIER AMERICAN TECHNOLOGIES CORP.

BY

DATE

*This is to replace the original one that was misplaced  
in Joe Adlerstein's home office, according to Joe  
Adlerstein and Lisa Hazlett.*

## Julius C. Fister, III

---

**From:** Julius C. Fister, III  
**Sent:** Tuesday, July 13, 2004 1:26 PM  
**To:** 'tkane@spectrumedix.com'  
**Subject:** FW: Document Execution

Additional communication from Qingbo

-----Original Message-----  
From: Kimble Li [mailto:qz1101@psu.edu]  
Sent: Tuesday, July 13, 2004 1:23 PM  
To: Julius C. Fister, III  
Subject: Re: Document Execution

Jay,

Assuming you will be present, please make note that the following put on agenda as well.

Qingbo  
----- Original Message -----  
From: Qingbo Li  
To: JFister@pennie.com  
Cc: Qingbo Li  
Sent: Tuesday, July 06, 2004 1:22 PM  
Subject: Patent applications

Dear Jay,

Hope you had a good weekend.

Since you represented SpectruMedix to call me last Friday asking me to help processing patent applications for SpectruMedix, I want to make clear several points to you.

Due to the following incidents, I did not and will not review SpectruMedix's patent applications in a place other than the premises of SpectruMedix:

- a) SpectruMedix associated/related personnel once called my residence to threaten suing me by accusing that I accessed unauthorized proprietary information, which I had no idea of;
- b) Someone used/forged Thomas Kane's name to send to my residence suspicious Fedex package from SpectruMedix's address.

In addition, I want to remind you the following as well:

At least one of previous SpectruMedix's patent applications did not include at least one key inventor as I indicated.

SpectruMedix no longer has license to a patent from which SpectruMedix might have been filing continuation applications (since you mentioned continuation applications last Friday).



Since SpectruMedix did not invite me to review applications at SpectruMedix's premises as I requested, I could not review any applications you filed after October 2002 with me as (co)inventor. Those applications were filed without my consent even though I offered to review and sign the patent applications.

It becomes necessary that I report these facts to USPTO and other patent offices and affected parties to clarify any of the patent applications you filed with my name listed in the last 20 months, and any incoming patent applications that you ask me to participate.

Best regards,

Qingbo Li

----- Original Message -----

From: "Julius C. Fister, III" <Fister@fr.com>

To: "Kimble Li" <qzll101@psu.edu>

Sent: Tuesday, July 13, 2004 12:32 PM

Subject: RE: Document Execution

> Qingbo-

>

> Friday, July 23, 2004 is convenient for us. Shall we say 10:00 AM at Spectrumedix, LLC? If you wish another time, please let me know.

>

> Jay

>

> -----Original Message-----

> From: Kimble Li [mailto:qzll101@psu.edu]

> Sent: Tuesday, July 13, 2004 9:16 AM

> To: Julius C. Fister, III

> Subject: Re: Document Execution

>

>

> Dear Jay,

>

> July 23, Fri will be an appropriate day.

> Before so, please have a signed letter sent with appropriate letter head

> stating the purpose as of below. I will need to consult PSU based on the letter before I go.

>

> Regards,

> Qingbo

>

> ----- Original Message -----

> From: "Julius C. Fister, III" <Fister@fr.com>

> To: <qzll101@psu.edu>

> Sent: Tuesday, July 13, 2004 10:20 AM

> Subject: Document Execution

>

>

> > Dear Qingbo,

> >

> > As we discussed today and July 2, 2004, Fish & Richardson, PC represents Spectrumedix, LLC ("Spectrumedix") in intellectual property matters.

> > Several patent applications, now pending before the U.S. patent office and

> certain foreign patent offices, identify you as an inventor ("the pending  
> applications"). Among these applications are U.S. patent application no.  
> 10/661,558, filed September 15, 2003, and titled DENATURANT-FREE  
> ELECTROPHORESIS OF BIOLOGICAL MOLECULES UNDER HIGH TEMPERATURE CONDITIONS,  
> ("the Denaturant-Free application").  
> >  
> > Spectrumedix would like to arrange for you to review and execute (a) a  
> Declaration in the Denaturant-Free application (a complete copy of the  
> Denaturant-Free application with specification, claims, and figures will  
be  
> attached to the Declaration) (b) an Assignment by you to Spectrumedix for  
> the Denaturant-Free application, and (c) an Assignment of several other  
> pending applications to Spectrumedix (collectively (a)-(c) are "the  
> Documents"). We will, of course, provide you with copies of all of the  
> Documents for your records.  
> >  
> > You have requested that the Documents not be sent to your place of  
> residence or other location. Instead, Spectrumedix will accommodate your  
> wish to review and execute the Documents on-site at Spectrumedix. Based  
on  
> our discussion today, I understand that you will review your schedule and  
> contact me with a date suitable for you to review the Documents at  
> Spectrumedix.  
> >  
> > As we discussed, August 10, 2004 is a deadline for submitting an  
executed  
> Declaration to the patent office in the Denaturant-Free application.  
> Accordingly, we wish to have you review and execute the Documents and  
> provide us with copies of the executed documents no later than August 6,  
> 2004. Please contact me at your earliest convenience so that we can  
arrange  
> a mutually satisfactory date and time. In the event your schedule does  
not  
> permit you to visit Spectrumedix on-site, please let me know. I will  
> arrange for the Documents (with copies for your records) to be sent to a  
> suitable location for your review and execution. I would include a  
> postage-paid self addressed return envelope.  
> >  
> > Please do not hesitate to contact me with any questions.  
> >  
> > Regards,  
> >  
> > Jay Fister  
> >  
> > 617-521-7082 (direct)  
> > 617-542-5070 (main)  
> >  
> >  
>  
>

## Julius C. Fister, III

---

**From:** Julius C. Fister, III  
**Sent:** Friday, July 23, 2004 8:54 AM  
**To:** 'tkane@spectrumedix.com'  
**Subject:** FW: SpectruMedix

-----Original Message-----

From: Kimble Li [mailto:qz1101@psu.edu]  
Sent: Friday, July 23, 2004 8:52 AM  
To: Julius C. Fister, III  
Subject: Re: SpectruMedix

Dear Jay,

Comment's after the SpectruMedix between ~10:00-11:15 am:

The Denaturant Free application possibly/potentially puts SpectruMedix in a position of breaching confidential agreements with at least two 'third parties'. It will also potentially put me in a unnecessary position to be affected by those legel consequences. In addition, it also involves some prior work done by or involved with me when I was not at SpectruMedix, which could put me in a disadvantageous legal position.

I will contact the 'thrid parties' soon and consult them to clarify the issues. I will also ask you to assist in providing the 'third parties' necessary documents for clarifying the issue if the need arises.

I will be glad to re-convene at SpectruMedix's premises next week for the Denaturant Free application if the related issues are properly clarified.

Regards,

Qingbo

----- Original Message -----

From: "Julius C. Fister, III" <Fister@fr.com>  
To: "Kimble Li" <qz1101@psu.edu>  
Sent: Thursday, July 22, 2004 3:42 PM  
Subject: RE: SpectruMedix

> Dear Qingbo:

>

> I am the appropriate SpectruMedix representative for you to communicate with regarding these matters.

>

> Our offer to provide you with copies of the documents ahead of time was not intended to force you to "do it at [your] personal/'free'/'convenient' time." Rather, we hoped to minimize disruption to your professional and private schedule while also giving you the opportunity to provide us with any initial comments or questions prior to the meeting. Given that you refused this offer, I will do what I can to make tomorrow's meeting as efficient as possible for you.

>

> Jay

>  
>  
> -----Original Message-----  
> From: Kimble Li [mailto:qzl101@psu.edu]  
> Sent: Thursday, July 22, 2004 12:17 PM  
> To: Julius C. Fister, III  
> Subject: Re: SpectruMedix  
>  
>  
> Dear Jay,  
>  
> Just repeat what I said before, tomorrow I will ONLY review the  
Denaturant  
> Free application. I can review other applications at another time.  
>  
> I understand that you represent SpectruMedix, and assume all of  
> communications are between me and SpectruMedix and properly conveyed.  
> Otherwise, please have another person at SpectruMedix to be the point  
person  
> for me to talk to if you feel that will be more appropriate for some  
issues.  
>  
> If you do not want me to review the applications on SpectruMedix's  
premises  
> at properly arranged schedule and you want to force to have me do it at my  
> personal/'free'/'convenient' time, please provide reasonal explanations.  
>  
> Regards,  
>  
> Kimble  
>  
>  
> ----- Original Message -----  
> From: "Julius C. Fister, III" <Fister@fr.com>  
> To: "Kimble Li" <qzl101@psu.edu>  
> Sent: Thursday, July 22, 2004 2:01 PM  
> Subject: RE: SpectruMedix  
>  
>  
> > Dear Qingbo:  
> >  
> > We appreciate your willingness to review the documents related to the  
> Denaturant-Free application. With respect to the time required to review  
> all the documents referred to in my e-mail of July 23, 2004, recall that I  
> offered to send the documents to you ahead of time so that you could  
review  
> them at your convenience. Even though you chose not to accept this offer,  
> we hope that you will be able to review and execute all of the documents  
at  
> tomorrow's meeting. We will seek to minimize the amount of inconvenience  
to  
> you.  
> >  
> > Lastly, I wanted to remind you that I represent SpectruMedix and will  
not  
> provide you with legal advice.  
> >  
> > Regards,  
> >  
> > Jay  
> >  
> > -----Original Message-----  
> > From: Kimble Li [mailto:qzl101@psu.edu]  
> > Sent: Thursday, July 22, 2004 6:20 AM  
> > To: Julius C. Fister, III  
> > Subject: Re: SpectruMedix  
> >

> >  
> > Dear Jay,  
> >  
> > Thank you for sending the letter.  
> >  
> > According to PSU University policy, I will not be able to attend such  
kind  
> > of matters within the normal working hours. However, since you have a  
> > deadline approaching, I will make one exception to do you a favor  
tomorrow  
>  
> > to visit SpectruMedix at 10:00 am as requested and arranged. The visit  
> will  
> > be short. Therefore, I will only be able to review the Denaturant Free  
> > application. Any other applications will have to be another time if you  
> > still want me to involve.  
> >  
> > There may be some legal issues that will need to involve a third party  
> > (pending upon the content of the Application(s)) in order to clarify  
that  
> I  
> > can assist SpectruMedix in the Application and any other undisclosed  
ones  
> > without incurring any legal consequences/burdens upon me. SpectruMedix  
> > forbid me from being in contact with certain groups of people,  
intimidated  
> > me with punishment, intercepted my mail that was not relevant to  
> > SpectruMedix (so I did not receive it). Based on the way in which  
> > SpectruMedix conducts its business, I decide not to take any of the  
> > (SpectruMedix's) Documents out of SpectruMedix's premises, for my own  
> > protection. I will attend to the matters related to the remaining of  
the  
> > Documents on SpectruMedix's premises at a time that we can arrange,  
> > preferably not within my PSU working hours. I spent tremendous amount  
of  
> > overwork hours when I was in SpectruMedix, even under US government's  
> > funding. Therefore, I expect that SpectruMedix will not mind a little  
bit  
> > inconvenience by accommodating some evening or weekend schedules.  
> >  
> > Regards,  
> >  
> > Qingbo  
> >  
> >  
> > ----- Original Message -----  
> > From: "Julius C. Fister, III" <Fister@fr.com>  
> > To: "Kimble Li" <qz1101@psu.edu>  
> > Cc: <qingbol@yahoo.com>  
> > Sent: Wednesday, July 14, 2004 3:05 PM  
> > Subject: SpectruMedix  
> >  
> >  
> > Dear Qingbo-  
> >  
> > Attached is a letter regarding your visit to SpectruMedix on July 23. A  
> > confirmation copy has been sent to your residence. Please let me know  
if  
> > you have any questions.  
> >  
> > Regards,  
> >  
> > Jay <<letter to dr li.pdf>>  
> >  
> >  
> >  
>

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Qingbo Li et al.                      Art Unit : 1753  
Serial No. : 10/661,558                      Examiner : Unknown  
Filed : September 15, 2003  
Title : DENATURANT-FREE ELECTROPHORESIS OF BIOLOGICAL MOLECULES  
UNDER HIGH TEMPERATURE CONDITIONS

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

PETITION UNDER 37 CFR §3.73(B) ASSERTING  
OWNERSHIP BY SPECTRUMEDIX, LLC

Sir:

SpectruMedix, LLC, ("SpectruMedix") having a place of business at 2124 Old Gatesburg Road, State College, PA 16803 states that it is the owner of the entire right, title, and interest in above-identified application by virtue of (i) an assignment to SpectruMedix executed by Kevin Levan ("Levan") and Heidi Monroe ("Monroe") and (ii) an employment agreement signed by Qingbo Li ("Li"). Li, Levan, and Monroe are believed to be the co-inventors of the above-identified application.

Ownership by SpectruMedix of the above-identified application is shown by the following documentary evidence:

1. Appendix 1: Copy of executed Assignments to SpectruMedix by Levan and Monroe.

CERTIFICATE OF MAILING BY FIRST CLASS MAIL

I hereby certify under 37 CFR §1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

\_\_\_\_\_  
Date of Deposit      August 10, 2004

\_\_\_\_\_  
Signature      Jamie Crystal-Lowry

\_\_\_\_\_  
Typed or Printed Name of Person Signing Certificate      Jamie Crystal-Lowry

2. Appendix 2: Copy of the signed Employee Confidentiality And Non-Competition Agreement signed by Li.

3. Appendix 3: Declaration by Thomas Kane, Chief Technology Officer of SpectruMedix, attesting to the conditions of the employment agreement signed by Li.

The original Assignments of Appendix 1 and a copy of the Employee Agreement of Appendix 2 are concurrently submitted for recordation with the Patent Office.

Under the Agreement attached as Appendix 2, Li is obligated to "[a]ssign to [Premier American Technologies Corporation ("Patco")], or to a party designated by Patco, at its request and without additional compensation, [Li's] entire rights to [inventions made or conceived by Li during his employment] for the United States and all foreign countries." SpectruMedix is the successor in interest to Patco. Li was an employee of SpectruMedix at the time the invention claimed in the above-identified application was made.

Li's last known address is:

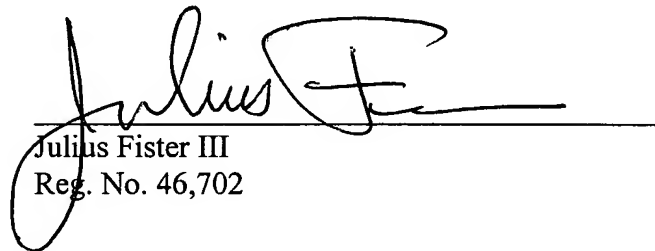
Qingbo Li  
2234 Autumnwood Drive  
State College, PA 16803

No fee is believed due for this submission. If a fee is required, please charge such fee to Deposit Account No. 061050.

Respectfully submitted,

Date:

August 10, 2004

  
Julius Fister III  
Reg. No. 46,702

Fish & Richardson P.C.  
225 Franklin Street  
Boston, MA 02110-2804  
Telephone: (617) 542-5070  
Facsimile: (617) 542-8906

ASSIGNMENT

For valuable consideration, we, QINGBO LI of 2234 Autumnwood Dr., State College, PA 6801-2408, KEVIN J. LEVAN of 1400 Martin St., State College, PA 16803-3052, HEIDI MONROE of 765-E Presque Isle Dr., Pittsburgh PA 15239, hereby assign to: SpectruMedix LLC, a corporation of Delaware having a place of business at: 2124 Old Gatesburg Road, State College, PA 16803; and its successors and assigns (collectively hereinafter called "the Assignee"), the entire right, title and interest throughout the world in the inventions and improvements which are subject of U.S. provisional Application Number 60/199,389, filed April 25, 2000, International Application Number US01/13336, filed April 25, 2001, U.S. Application Number 10/258,547, filed October 25, 2002, and U.S. Application Number 10/661,558, filed September 15, 2003, and entitled DENATURANT-FREE ELECTROPHORESIS OF BIOLOGICAL MOLECULES UNDER HIGH TEMPERATURE CONDITIONS, this assignment including said applications, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or improvements.



IN WITNESS WHEREOF, I hereto set my hand and seal at \_\_\_\_\_,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
QINGBO LI L.S.

State of \_\_\_\_\_ :  
: ss.

County of \_\_\_\_\_ :

Before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally  
appeared QINGBO LI known to me to be the person whose name is subscribed to the foregoing  
Assignment and acknowledged that he executed the same as his free act and deed for the  
purposes therein contained.

\_\_\_\_\_  
Notary Public

My Commission Expires:

[Notary's Seal Here]

IN WITNESS WHEREOF, I hereto set my hand and seal at State College PA,

this 16 day of July, 20 04

Kevin J. Levan

L.S.

KEVIN J. LEVAN

State of PA :

: ss.

County of Centre :

Before me this 16th day of July, 20 2004, personally appeared KEVIN J. LEVAN known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

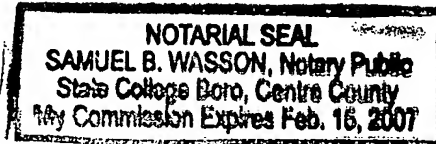
Samuel B. Wasson

Notary Public

My Commission Expires: 2/15/07

[Notary's Seal Here]

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE OR DEFEND ANY OTHER FILES AN ACTION, TENDS OR CLAIM CONTAINING ANY FALSE STATEMENTS OR MISFEASANCE IN FORMER CHARGE, IN BY CONVICTION OF SUPPLY TO RE-ENTRY FOR UP TO SEVEN YEARS AND PAYMENT OF A FINE UP TO \$15,000.



IN WITNESS WHEREOF, I hereto set my hand and seal at 10:45am,  
this 16 day of JULY, 2004  
Heidi Monroe L.S.  
HEIDI MONROE

State of PA :  
: ss.  
County of ALLEGHENY :

Before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally  
appeared HEIDI MONROE known to me to be the person whose name is subscribed to the  
foregoing Assignment and acknowledged that he executed the same as his free act and deed for  
the purposes therein contained.

\_\_\_\_\_  
Notary Public

My Commission Expires:

[Notary's Seal Here]

20896868.doc

Employee: Qingbo Li

PREMIER AMERICAN TECHNOLOGIES CORP.  
EMPLOYEE CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

Effective as of 9-5-95 the undersigned employee, having an address at 784 PAMMEL COURT, AMES, IOWA 50011, enters into this Agreement with Premier American Technologies Corp. ("Patco"), a Delaware corporation, with principal offices and facilities in Bellefonte, Pennsylvania.

Since Patco is engaged in a highly competitive and rapidly evolving business of developing, manufacturing and marketing high technology instrumentation, and owns or controls technological, manufacturing and marketing information in various fields, which information is of commercial value throughout the world; and

Since Patco has expended and intends to continue to expend significant time, effort and financial resources to develop the business practices, technology and products which are necessary to the continued success of Patco's business, and the information relative to this development is considered by Patco and acknowledged by the undersigned, to be confidential and trade secret information which is proprietary to Patco;

Since I am an employee of Patco, I will have access to Patco's confidential and trade secret information, the unauthorized disclosure of which to a competitor of Patco could cause serious and irreparable financial and business damage to Patco; and

I recognize that one of the inducements for Patco to employ me is the understanding that I will not compete or interfere, directly or indirectly, during my employment and for a period of time thereafter, with Patco.

THEREFORE, in consideration of my employment with Patco. I

hereby agree with Patco as follows:

1. Proprietary Information. I agree not to disclose or use, both during and after the period of my employment by Patco, except in pursuit of the business of Patco, any proprietary information of Patco, or in possession or control of Patco, whether I have such information in my memory or embodied in writing or other physical form. For purposes of this Agreement, the phrase "proprietary information of Patco" means all information which is known only to Patco's employees or others in a confidential relationship with Patco and relates to specific technical matters, such as circuits, components, devices, formulas, compounds, patterns, manufacturing or testing procedures, materials and machines of Patco, or relates to specific business matters such as the identity of suppliers or customers or accounting procedures of Patco, or relates to other business of Patco. Such proprietary information shall include such

4. Duties Upon Termination of Relationship. Upon termination of my employment with Patco, I agree to turn over to Patco all copies of data, information and knowledge, including without limitation all drawings, photographs, graphs, tables, charts, documents, correspondence, specifications, notebooks, reports, sketches, blueprints, formula, computer programs, software, software documentation, sales data, business manuals, price lists, customer lists, samples, and all other

materials and copies thereof including product and other embodiments relating in any way to the business of Patco, made fully or in part, or obtained by me during the course of my relationship with Patco, whether confidential information or not, which are in my possession or control.

5. Exclusions. Notwithstanding anything contained herein, my obligations hereunder shall not apply to any information which I can demonstrate by documentary evidence:

(a) was rightfully known to me prior to disclosure to me by Patco, other than information disclosed to me by my former employer(s) which has become the property of Patco,

(b) is or becomes generally available to the public other than as a result of disclosure by me, members of my family or other of my affiliates;

(c) becomes available to me on a nonconfidential basis from a source other than Patco or my former employer(s) (if such information has become the property of Patco), which has a right to disclose such information.

6. Disclosure by Law. In the event that I become legally compelled to disclose any confidential information, I will provide Patco with prompt notice so that Patco may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that Patco waives compliance with the provisions of this Agreement, I shall furnish only that portion of such confidential information which is legally required to be disclosed.

7. No License or Right to Use. Except as is expressly set forth in this Agreement, I shall have no right to examine, hold, use, access or disclose the confidential information in any manner. Nothing herein shall be deemed to create a license of such confidential information.

8. Noncompetition. I hereby covenant and agree that, for the term of my employment with Patco and for a period of three years thereafter, I will not, directly or indirectly, under any circumstance other than at the direction and for the benefit of Patco: (i) engage or participate in any aspect of a business or any other activity that in any way whatsoever competes with Patco or be retained or employed by, be associated with or have any ownership, profit sharing or other interest in any person engaged in any such business or activity, in any case whether as principal, partner, stockholder, director, officer, employee, consultant, agent, creditor or otherwise; (ii) interfere in any way whatsoever with any of Patco's relationships with its directors, officers, employees, consultants, agents or other representatives, or with any of the Patco's relationships with its creditors, customers or suppliers, including (without limitation) any solicitation or inducement to any such person to sever its relationship with Patco or to establish any relationship with me, any of my affiliates or any other person; or (iii) offer or agree to, or cause or assist in the inception or continuation of, any such competing business, activity or interference; provided,

15. NO RIGHTS AS EMPLOYEE. NOTHING CONTAINED HEREIN SHALL BE CON-  
STRUED AS TO PROVIDE ME WITH ANY RIGHT TO CONTINUED EMPLOYMENT BY PATCO.

*[Signature]*  
SIGNATURE  
QUINGBO LI  
EMPLOYEE NAME PRINTED  
09-18-95  
DATE

WITNESS  
*[Signature]*  
SIGNATURE  
Lisa Hazlett  
WITNESS NAME PRINTED  
4/2/01  
DATE

AGREED AND ACCEPTED:

PREMIER AMERICAN TECHNOLOGIES CORP.

BY

DATE

*This is to replace the original one that was misplaced  
in Joe Adlerstein's home office, according to Joe  
Adlerstein and Lisa Hazlett.*

Attorney's Docket No.: 16969-053002

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Qingbo Li et al.                      Art Unit : 1753  
Serial No. : 10/661,558                      Examiner : Unknown  
Filed : September 15, 2003  
Title : DENATURANT-FREE ELECTROPHORESIS OF BIOLOGICAL MOLECULES  
UNDER HIGH TEMPERATURE CONDITIONS

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

DECLARATION BY THOMAS KANE IN SUPPORT OF STATEMENTUNDER 37 CFR § 3.73(B) ASSERTING OWNERSHIP BY SPECTRUMEDIX, LLC

Sir:

I, Thomas E. Kane, am Chief Technology Officer and Vice President of SpectruMedix, LLC ("SpectruMedix"), which asserts ownership of the above-identified application. I hereby declare that:

1. This declaration is made on facts of which I have first hand knowledge and facts which are relied upon to establish the proprietary interest of SpectruMedix in the above-identified application.
2. Qingbo Li ("Li"), Kevin Levan ("Levan"), and Heidi Monroe ("Monroe") are believed to be the co-inventors of the above-identified application.
3. Levan and Monroe have each executed an Assignment to SpectruMedix for the above-identified application.
4. On September 18, 1995, Li executed an Employee Confidentiality And Non-Competition Agreement with Premier American Technologies Corporation ("Patco"). A copy of the Agreement is attached hereto as Appendix A. The Agreement obligates Li to "[a]ssign to

## CERTIFICATE OF MAILING BY FIRST CLASS MAIL

I hereby certify under 37 CFR §1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Date of Deposit

August 10, 2004

Signature

Jamie Crystal-Lowry

Typed or Printed Name of Person Signing Certificate

Jamie Crystal-Lowry



Applicant : Qingbo Li et al.  
Serial No. : 10/661,558  
Filed : September 15, 2003  
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Pacto, or to a party designated by Patco, at its request and without additional compensation, [Li's] entire rights to [inventions made or conceived by Li during his employment] for the United States and all foreign countries."

5. SpectruMedix is the successor in interest to Patco.

6. Li was an employee of SpectruMedix at the time the invention claimed in the above-identified application was made.

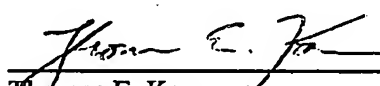
7. Based on the foregoing, I believe that Li bears an obligation to assign the invention of the above-identified application to SpectruMedix, and as a result, SpectruMedix possesses all potential proprietary interest in the invention and in this application.

8. I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed true; and further that these statements were made with knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

Date: \_\_\_\_\_

8/10/04



Thomas E. Kane  
Chief Technology Officer and Vice President  
SpectruMedix LLC  
2124 Old Gatesburg Road  
State College, PA 16803

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